

**STATE OF CONNECTICUT  
SUPERIOR COURT**

<b>RETURN DATE: July 7, 2020</b>	:	<b>SUPERIOR COURT</b>
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	:	
<b>MATTHEW VIOLETTE, for himself and other similarly situated employees</b>	:	<b>JUDICIAL DISTRICT OF HARTFORD</b>
	:	
	:	<b>AT HARTFORD</b>
<b>v.</b>	:	
	:	
	:	
<b>HRG MANAGEMENT, LLC;</b>	:	
<b>MICHAEL HAMLIN; PHILLIP BARNETT;</b>	:	
<b>WNT, LLC; WNT IV, LLC; WNT V, LLC;</b>	:	
<b>WNT VI, LLC; WNT VII, LLC; WNT</b>	:	
<b>HAMDEN, LLC; WNT FARMINGTON, LLC;</b>	:	
<b>WNT NEWINGTON, LLC; and 410 QUEEN</b>	:	<b>JUNE 4, 2020</b>
<b>STREET SOUTHWINGTON PARTNERS, LLC.</b>	:	
<b>Defendants</b>	:	

**CLASS ACTION COMPLAINT**

1. Restaurants in Connecticut must pay their servers the full minimum wage for all hours worked in a shift unless they follow three important rules. They must (a) record the amount claimed as credit as a separate item in the wage record on a weekly basis, (b) obtain signed weekly tip statements confirming that they've received sufficient tips to cover the tip credit, and (c) limit their work to service and closely related duties. If non-service duties are assigned during a shift, the time spent on those duties must be segregated in the record and paid at the full minimum wage. If restaurants follow these rules, then they may take a limited credit for tips received from customers towards satisfaction of the minimum wage.
  
2. If restaurants fail to obey any one of these rules, then they are liable to their servers in a civil action for back pay and penalty damages. *Stevens v. Vito's by the Water, LLC*, 2017

Conn. Super. LEXIS 4845, \*13 (Conn. Super. Ct. Nov. 9, 2017) (Bench trial resulting in award to server in the amount of \$22,455.94 in back wages, interest and penalty damages, plus attorneys' fees and costs. "Vito's did not segregate Steven's non-service work from her service work and thus was obliged to, but did not, pay the service hours at the full minimum fair wage as required by Sec. 31-62-E4."); *Martin v. UCC, et al*, 2019 Conn. Super. LEXIS 3452 (affirming jury verdict against hotel restaurant for violating these rules).

3. These rules prevents employers from taking advantage of servers by involving them in the weekly confirmation that the tip credit can be taken and by preventing restaurants from assigning servers extensive non-service work like general cleaning and stocking, and paying for that work at less than the normal minimum wage.
4. In this case, Defendants failed to record the amount claimed as credit and failed to obtain signed weekly tip statements from its Connecticut servers, including the Plaintiff.
5. Defendants also regularly assigned a non *de minimis* amount of non-service work – aka "sidework" - to its Connecticut servers, including Plaintiff, Mark Violette, but did not segregate that time and pay it at the full minimum wage.
6. Accordingly, Defendant should have paid Plaintiff and all Connecticut servers the full minimum wage for all of their server hours. Instead, Defendant took the full tip credit against he wages of all of their Connecticut servers in violation of this law. By these

illegal practices, Defendants underpaid Plaintiff and all Connecticut servers by hundreds of thousands of dollars during the period of the claim.<sup>1</sup>

7. Accordingly, Defendants are liable to Plaintiffs and the class of Connecticut servers for all of their back pay, interest, penalty damages, attorneys' fees and costs.

**I. The Parties.**

8. Plaintiff, Matthew Violette, is an individual presently residing in Wethersfield, Connecticut.
9. Violette began working as a server at Wood-n-Tap in 2012 at its Rocky Hill restaurant.
10. Defendant, HRG Management, LLC, d/b/a/ Hartford Restaurant Group, LLC, is a limited liability company organized and existing under the laws of the State of Connecticut. It is the parent company overseeing and operating all Wood-n-Tap Restaurants.
11. Defendant Michael Hamlin, is an owner of all Wood-n-Tap restaurants, and a member and co-founder of HRG Management, LLC, and a member of the LLC associated with each Wood-n-Tap Restaurant.
12. Defendant Phil Barnett, is an owner of all Wood-n-Tap restaurants, and a member and co-founder of HRG Management, LLC, and a member of the LLC associated with each Wood-n-Tap Restaurant.
13. WNT, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue,

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<sup>1</sup> On March 19, 2020 Governor Ned Lamont issued Executive Order No. 7G in which he suspended all statutes of limitations until further notice. The period of this claim goes back two years from the date of that order, i.e., from March 19, 2018 to the date of final judgment in this matter.

Hartford, CT 06106. It operates the Wood-N-Tap restaurant located in Hartford, Connecticut.

14. WNT IV, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant in Rocky Hill, Connecticut.
15. WNT V, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Vernon, Connecticut.
16. WNT VI, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Orange, Connecticut.
17. WNT VII, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Wallingford, Connecticut.
18. WNT Hamden, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Hamden, Connecticut.



19. WNT Farmington, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Farmington, Connecticut.
20. WNT Newington, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant located in Newington, Connecticut.
21. 410 Queen Street Partners Southington, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, with a principal place of business at 30 R Bartholomew Avenue in Hartford, Connecticut. It operates the Wood-n-Tap restaurant in Southington, Connecticut.
22. Defendants Hamlin and Barnett are the sole members of HRG Management, WNT, LLC, WNT IV, LLC, WNT V, LLC, WNT VI, LLC, WNT VII, LLC, WNT Hamden, LLC, WNT Farmington, LLC, WNT Newington, LLC, and 410 Queen Street Southington Partners, LLC. At all times relevant to this complaint, Hamlin and Barnett were the individuals with the ultimate authority to set the hours of employment and pay wages to Plaintiff and all other servers in every Wood-n-Tap restaurant during the period of this claim; and were the direct cause for Defendants' failure to pay wages as set forth below.
23. The companies listed in paragraphs 13-21 operate under their parent HRG Management, LLC, as 'The Hartford Restaurant Group.' They have a common human resources

department, operate out of the same location, share a website purporting to be property of 'The Hartford Restaurant Group,' and use Hartford Restaurant Group letterhead.

24. Defendants have “(1) interrelated operations, (2) common management, (3) centralized control of labor relations, and (4) common ownership.” (*Marsteller v. Butterfield 8 Stamford, LLC*, 2017 U.S. Dist. LEXIS 158564, \*10 (D. Conn., Sept. 27, 2017))
- Accordingly, they function as a single intergrated enterprise and collectively have the status of a single employer of Plaintiff, and all servers at each Wood-n-Tap location during the period of the claim.

#### **The Law.**

25. Conn. Gen. Stat. Sec. 31-60(b) permits the Labor Commissioner to adopt regulations which “shall recognize, as part of the minimum fair wage, gratuities in an amount ... equal to thirty-six and eight-tenths percent of the minimum fair wage for persons, other than bartenders, who are employed in the hotel and restaurant industry, including a hotel resaurant, who customarily and regularly receive gratuities.” Pursuant to this power, the labor commissioner has adopted regulations governing the paymet of wages to servers in Connecticut as set forth below.
26. Regs., Conn. State Agencies Sec.31-62-E3(b) states that “The amount received in gratuities claimed as credit for part of the minimum fair wage must be recorded on a weekly basis as a separate item in the wage record even though payment is made more frequently, ...”
27. Regs., Conn. State Agencies Sec.31-62-E3 (c) Each employer claiming credit for gratuities as part of the minimum fair wage paid to any employee shall obtain weekly a

statement signed by the employee attesting that he has received in gratuities the amount claimed as a credit for part of the minimum fair wage. Such statement shall contain the week ending date of the payroll week for which credit is claimed.

28. Regs., Conn. State Agencies Sec.31-62-E4 states that “[i]f an employee performs both service and non-service duties and the time spent on each cannot be definitely segregated and so recorded, or is not definitely segregated and so recorded, no allowances for gratuities may be applied as part of the minimum fair wage.”
29. “If any employee is paid by his or her employer less than the minimum fair wage or overtime wage to which he or she is entitled under sections 31-58, 31-59 and 31-60 or by virtue of a minimum fair wage order he or she shall recover, in a civil action, (1) twice the full amount of such minimum wage or overtime wage less any amount actually paid to him or her by the employer, with costs and such reasonable attorney's fees as may be allowed by the court, or (2) if the employer establishes that the employer had a good faith belief that the underpayment of such wages was in compliance with the law, the full amount of such minimum wage or overtime wage less any amount actually paid to him or her by the employer, with costs and such reasonable attorney's fees as may be allowed by the court.” C.G.S. Sec. 31-68.

## **II. Facts.**

30. Defendants hired Plaintiff, Matthew Violette, in 2012, as a server in their Rocky Hill, Connecticut restaurant. He remains employed there.
31. Defendants have maintain a common practice at all of their Connecticut restaurants to take the full tip credit against the wages of all of their servers for every hour they work.

Accordingly, during the period of the claim, Defendants paid their servers \$6.38 per hour rather than the full minimum wage.<sup>2</sup>

32. Defendants did not follow Connecticut's regulations before taking the tip credit. First, they did not record the amount claimed as credit on a weekly basis as a separate item in the wage record.
33. Further, Defendants did not obtain weekly statements signed by their servers attesting that they have received in gratuities the amount claimed as credit for part of the minimum fair wage, containing the week ending date for the payroll week for which credit is claimed.
34. Finally, Defendants assigned Plaintiff and all other servers at all of their Connecticut restaurants both "service duties" and "non-service" duties during every shift that they worked. Their service duties included waiting on customers at tables and booths. Their non-service duties included, but were not limited to, setting up before the restaurant is opened to the public, and "side work" that they were required to do after they have been cut from their shifts.
35. This side-work included, but was not limited to, general cleaning and stocking duties, which occurred away from servers' tables or booths, and which took approximately 30-60 minutes each shift to perform.
36. Defendants did not segregate the time that Plaintiff and its other servers performed "non-service" and "service" duties in the wage records. Furthermore it did not pay Plaintiff and

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<sup>2</sup> On October 1, 2019, minimum wage increased from \$10.10 per hour to \$11.00 per hour.



the class the full minimum wage for the time that they spent performing ‘non-service work’ as required by law.

37. For example, for the pay period from December 24, 2018 to January 2, 2019, Plaintiff Violette worked 30.25 hours as a server. Defendants paid him \$6.38 an hour, or \$193.00 for all of these hours. During the shifts Plaintiff worked in this pay period, he performed non-service duties away from the tables or booths which took him between 20 and 60 minutes to perform. Defendants did not segregate and pay Plaintiff Violette the full minimum wage for the time he spent performing non-service work. Accordingly, Defendants should have paid him \$10.10 an hour, or \$305.53 for that time, rather than \$193.00. As a result, Defendants underpaid Plaintiff by \$112.53 during that pay period.
38. Defendants paid all of their servers during the period of the claim in precisely the same way, thereby underpaying them each pay period in violation of the law.
39. Defendants’ conduct in failing to pay Plaintiff and all of their servers the full fair minimum wage for each shift in which he performed both “service” and “non-service” duties, was a violation of Connecticut’s “tip credit” laws. Regs., Conn. State Agencies Sec. 31-62-E3, Conn. State Agencies Sec. 31-62-E4, and Conn. Gen. Stat. Sec. 31-60. *Stevens v. Vito’s by the Water, LLC*, 2017 Conn. Super. LEXIS 4845; *Martin v. UCC, et al*, 2019 Conn. Super. LEXIS 3452
40. Defendants’ violation of Connecticut’s tip credit law, as set forth above, entitles Plaintiff and all of their servers to payment for all hours worked as a “server” at “twice the full amount of such minimum wage less any amount actually paid to ... [him] by the

employer, with costs and such reasonable attorney's fees as may be allowed by the court." Conn. Gen. Stat. Sec. 31-68.

### III. CLASS ALLEGATIONS

41. Plaintiff brings this action for himself and on behalf of a class of similarly situated servers defined as:

All current and former servers at Defendants' "Wood-n-Tap" restaurants who worked in any of its Connecticut locations from March 19, 2018 until the date of final judgment in this action.

42. Class certification for the claims is appropriate under Connecticut Practice Book Sections 9-7 and 9-8 because all of the requirements of those Rules are met:

9-7(1). The class is so numerous that joinder of all members is impractical. The Defendants have operated 9 restaurants in Connecticut during the applicable time period. The Defendants have, on information and belief, over a thousand former and/or current employees and/or participants meeting the class definitions set forth above throughout the State of Connecticut. While the exact number and identities of class members are unknown at this time, and can only be ascertained through appropriate discovery, the named Plaintiff is informed and believes that over a thousand putative class members, if not more, worked for the Defendants without receiving appropriate pay under Connecticut law.

9-7(2). There are questions of law and fact common to the class, especially, the questions of whether it failed to record the amount claimed as credit in the wage record as required by Connecticut law, whether they failed to obtain weekly signed tip statements, and whether Defendants assigned non-service work to its servers and failed to pay them the full minimum wage.

9-7(3). The named Plaintiff's claims are typical of those of the class members. The named Plaintiff's claims encompass the challenged practices and course of conduct of the Defendants. Furthermore, the named Plaintiff's legal claims are based on the same legal theories as the claims of the putative class members. The legal issues as to whether the CMWA and the applicable regulations of the State of Connecticut Department of Labor are violated by such conduct apply equally to the named Plaintiff and to the class.

- 9-7(4). The named Plaintiff will fairly and adequately protect the interests of the class. The named Plaintiff's claims are not antagonistic to those of the putative class and he has hired counsel skilled in the prosecution of class actions.
- 9-8. Common questions of law and fact predominate over questions affecting only individuals, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. While the individual compensatory damage suffered by each class member is not insignificant, it is not substantial enough to justify the expense and burden of individual litigation. To conduct this action as a class action under Practice Book Sections 9-7 and 9-8 presents few management difficulties, conserves the resources of the parties and the court system, protects the rights of each class member, and maximizes recovery to them.

**COUNT ONE: *Violation of Connecticut Minimum Wage Act, Conn. Gen. Stat. Sec. 31-58 et seq.: Failure to Record the "amount claimed as credit" in the wage record and in Accordance with Regs., Conn. State Agencies Sec. 31-62-E3(b).***

43. Defendants' conduct in failing record the amount claimed as credit in the wage record for Plaintiff and other Connecticut servers confirming they received sufficient tips to satisfy the tip credit Defendants took each week violates Regs., Conn. State Agencies Sec. 31-62-E3(b) and the CMWA.
44. Defendants' violation of Regs., Conn. State Agencies Sec. 31-62-E3(b) and the CMWA, as set forth above, entitles Plaintiff and all other Connecticut servers in the class, to payment for all hours worked at "twice the full amount of such minimum wage less any amount actually paid to [them] by the employer, with costs and such reasonable attorneys' fees as may be allowed by the court." Conn. Gen. Stat. Sec. 31-68.

**COUNT TWO: *Violation of Connecticut Minimum Wage Act, Conn. Gen. Stat. Sec. 31-58 et seq.: Failure to Obtain Weekly Signed Tip Statements in Accordance with Regs., Conn. State Agencies Sec. 31-62-E3(c).***

45. Defendants' conduct in failing to obtain tip statements on a weekly basis from Plaintiff and other Connecticut servers confirming they received sufficient tips to satisfy the tip



credit Defendants took each week violates Regs., Conn. State Agencies Sec. 31-62-E3(c) and the CMWA.

46. Defendants' violation of Regs., Conn. State Agencies Sec. 31-62-E3(c) and the CMWA, as set forth above, entitles Plaintiff and all other Connecticut servers in the class, to payment for all hours worked at "twice the full amount of such minimum wage less any amount actually paid to [them] by the employer, with costs and such reasonable attorneys' fees as may be allowed by the court." Conn. Gen. Stat. Sec. 31-68.

**COUNT THREE: *Violation of Connecticut Minimum Wage Act, Conn. Gen. Stat. Sec. 31-58 et. seq.: Failure to "Segregate" "Service" and "Non-Service" Duties in Accordance with Regs., Conn. State Agencies Sec. 31-62-E4.***

47. Defendants' conduct in failing to pay Plaintiff and other Connecticut servers the full fair minimum wage for each shift in which they performed both "service" and "non-service" duties, was a violation of Regs., Conn. State Agencies Sec. 31-62-E4 and the CMWA. Defendants' violation of Regs., Conn. State Agencies Sec. 31-62-E4 and the CMWA, as set forth above, entitles Plaintiff and all other Connecticut servers in the class, to payment for all hours worked at "twice the full amount of such minimum wage less any amount actually paid to [them] by the employer, with costs and such reasonable attorneys' fees as may be allowed by the court." Conn. Gen. Stat. Sec. 31-68.



### **DEMAND FOR RELIEF**

WHEREFORE, the Plaintiff claims:

1. Certification of this action as a class action pursuant to Connecticut Practice Book Section 9-7 and 9-8;
2. Designation of Plaintiff as class representative and Plaintiff's counsel as class counsel;
3. Damages in the amount of unpaid wages and liquidated damages calculated at "twice the full amount of such minimum wage less any amount actually paid [] by the employer."  
C.G.S. Sec. 31-68.
4. Interest pursuant to C.G.S. Sec. 37-3a;
5. Reasonable attorney's fees and costs as may be allowed by the court. C.G.S. Sec. 31-68;
6. Such other relief as in law or equity may pertain.

PLAINTIFF, MATTHEW VIOLETTE, for himself  
and other similarly situated employees

By: 

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**STATE OF CONNECTICUT  
SUPERIOR COURT**

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<b>Defendants</b>	:	<b>JUNE 4, 2020</b>

**STATEMENT OF AMOUNT IN DEMAND**

WHEREFORE, the Plaintiff claims a cause of action seeking damages of not less than \$15,000, exclusive of interest and costs, which cause is within the jurisdiction of the Superior Court.

PLAINTIFFS, MATTHEW VIOLETTE, for  
himself and other similarly situated employees

By: \_\_\_\_\_

  
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