

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

HAMPDEN, ss.

CIVIL ACTION NO.: 23cv580

KATHRYN AUCLAIR and ANNMARIE
BROWN, individually, and on behalf of
all others similarly situated,
Plaintiffs,

v.

TRINITY HEALTH CORPORATION,
Defendant.

11/14/2023

**CLASS ACTION COMPLAINT AND
JURY DEMAND**

I. INTRODUCTION

1. Employers in Massachusetts must pay the wages of “any employee discharged from such employment ...in full on the day of his discharge.” Massachusetts Wage Act (“Wage Act”), M.G.L. c. 149 § 148 (emphasis added).

2. An employee’s “wages” includes “any holiday or vacation payments due an employee under oral or written agreement.” *Id.*

3. Employers in Massachusetts must pay the full wages of any employee who voluntarily leaves their employment “in full on the following regular pay day.” *Id.*

4. Employers who fail to pay all earned wages, including earned, but unused, paid time off (“PTO”) when they are owed, are liable for three (3) times the amount of the unpaid wages, plus costs and attorneys’ fees. M.G.L. c. 149 § 150. Further, employers are liable for mandatory triple damages, costs, and attorneys’ fees, even when the employer pays single damages prior to commencement of a lawsuit. *See Reuter v. City of Methuen*, 489 Mass. 465, 476 (2022).

5. Here, Trinity Health Corporation (“Trinity” or “Defendant”) failed to pay Kathryn

Auclair (“Auclair”) and Annmarie Brown (“Brown”) (collectively “Plaintiffs”) and other similarly situated employees (“Class” or “Class Members”) who were terminated or voluntarily separated from their employment, for all wages, including earned, but unused, PTO on the date of their termination, or on the date of the pay period subsequent to their voluntary separation (if the employee voluntarily left their employment).

6. Trinity’s failure to pay Plaintiffs’ wages, when due, upon separation is consistent with its policy and practice regarding the payment of final wages, including earned, but unused, PTO to Class Members.

7. Trinity’s failure to pay Plaintiffs and other Class Members for all wages owed in the time frames required by the Wage Act, renders Trinity liable for three (3) times the amount of their unpaid wages, plus costs, interest, and attorneys’ fees. M.G.L. c. 149 § 150.

II. PARTIES

8. Plaintiff, Kathryn Auclair, is an adult individual residing in Belchertown, Hampshire County, Massachusetts. At all times relevant, Auclair was an employee of Trinity.

9. Plaintiff, Annmarie Brown, is an adult individual residing in Chicopee, Hampden County, Massachusetts. At all times relevant, Brown was an employee of Trinity.

10. Defendant, Trinity Health Corporation, is a non-profit health system that provides a range of medical services in New England. Trinity Health Corporation is headquartered in Livonia, Wayne County, Michigan and their New England division, Trinity Health of New England, is headquartered in Hartford, Hartford County, Connecticut. Trinity has numerous locations across Massachusetts, including West Springfield, Hampden County, Massachusetts.

III. JURISDICTION

11. The court has jurisdiction over this matter pursuant to M.G.L. c. 149 §§ 148, 150.

12. On August 22, 2023, Brown received authorization from the Massachusetts Office

of the Attorney General, Fair Labor Division, to pursue claims for unpaid wages on her own behalf, and on behalf of those similarly situated employees (copy of Authorization attached as Exhibit “A”).

13. On October 19, 2023, Auclair received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for unpaid wages on her own behalf, and on behalf of those similarly situated employees (copy of Authorization attached as Exhibit “B”).

IV. FACTS AND PROCEDURAL HISTORY

14. At all times relevant to this action, Plaintiffs were employees of Trinity. Auclair worked out of Trinity’s location at 200 Hillside Circle, West Springfield, Hampden County, Massachusetts, 01089. Brown worked out of several different Trinity locations in Western Massachusetts.

15. Auclair was employed at Trinity as a Social Worker from September 11, 2023, until her termination on September 22, 2023.

16. Trinity failed to pay Auclair for all wages owed on the date of her separation from employment as required by the Wage Act.

17. Trinity paid Auclair’s final wages on or about October 6, 2023. This payment was issued fourteen (14) days after the deadline for the payment as set forth in the Wage Act.

18. Trinity’s October 6, 2023 payment for wages failed to compensate Auclair for the cash value of her earned, but unused, PTO as required by the Wage Act.

19. As of October 6, 2023, Trinity’s own records indicated that Auclair possessed 5.54 hours of earned PTO as of the date of her termination.

20. Trinity did not tender payment for Auclair’s earned, but unused, 5.54 hours of PTO until October 20, 2023, nearly one (1) month after it was due.

21. On October 19, 2023, the Massachusetts Office of the Attorney General, Fair Labor Division authorized Auclair to pursue her claims against Trinity in a private action on her own behalf, and on behalf of those similarly aggrieved

22. Trinity's failure to pay all wages, when due, to Auclair renders it liable for three (3) times the amount of the late/unpaid wages, plus costs, interest, and attorneys' fees under the Massachusetts Wage Act.

23. Brown was employed at Trinity as a Health Informaticist from 2018 until her voluntary retirement on July 17, 2023.

24. As of July 17, 2023, Trinity's own records indicate that Brown possessed 323.73 hours of accrued PTO on the date of her separation.

25. When multiplied by Brown's hourly rate of \$35.72, she was entitled to a gross payout of \$11,565.63 for all accrued PTO.

26. Trinity failed to pay out Brown's accrued PTO in the amount of \$11,565.63 in the pay period subsequent to her separation.

27. Subsequent to her termination, Brown made repeated inquiries about the status of her delinquent PTO payout. It was not until August 23, 2023, that Trinity tendered payment to Brown in the amount of \$7,312.03 in consideration for her accrued PTO.

28. Brown possesses no evidence that the payment in the amount of \$7,312.03 is the net of payroll deductions for her accrued PTO payout, which would include federal and state income taxes.

29. On August 22, 2023, the Massachusetts Office of the Attorney General, Fair Labor Division authorized Brown to pursue her claims against Trinity in a private action.

30. Trinity's failure to pay Brown's PTO in the amount of \$11,565.63 when due renders it liable for three (3) times the amount of unpaid wages (\$34,696.89) under the Wage Act.

V. CLASS ACTION ALLEGATIONS

31. Plaintiffs brings this claim on behalf of themselves and all other members of the Massachusetts Class.

32. The Massachusetts Class is defined as follows:

All former Massachusetts employees of Defendant who did not receive all wages, including earned, but unused, PTO upon separation from employment within the time frames set forth in the Massachusetts Wage Act.

33. Class certification for these Massachusetts state law claims is appropriate under Rule 23 of the Massachusetts Rules of Civil Procedure because all the requirements of the Rules are met.

34. The Class is so numerous that joinder of all Members is impracticable. Upon information and belief, there are hundreds of workers who were employed by Defendant and subjected to the policies and practices challenged herein during the period of the claim.

35. There are questions of law and fact common to the Class, including whether the Defendant unlawfully failed to pay Class Members for their final wages in a timely fashion consistent with the Wage Act.

36. The Claims of the Plaintiffs are typical of those of the Class Members. The claims of the Plaintiffs encompass the challenged practices and course of conduct of Defendant. Furthermore, the claims of the Plaintiffs are based on the same legal theories as the claims of the putative Class Members. The legal issues as to the violation of the Wage Act by Defendant's conduct applies equally to Plaintiffs and to the Class.

37. Plaintiffs will fairly and adequately protect the interests of the Class. The claims of the Plaintiffs are not antagonistic to those of the putative Class, and they hired counsel skilled in the prosecution of class actions.

38. 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. This proposed class action is the superior method of adjudication because it 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 Plaintiffs and the Class Members.

39. Based upon the foregoing, Defendant violated the Wage Act by failing to pay Plaintiffs and other Class Members for all wages including their earned, but unused, PTO on the date of their termination, or on the date of the pay period subsequent to their voluntary separation (if the employee voluntarily left their employment).

VI. LEGAL CLAIMS

COUNT I: Violation of Massachusetts Wage Act

34. Plaintiffs reallege and incorporate herein the allegations contained in each and every other paragraph of this Complaint.

35. Trinity is an employer within the meaning of M.G.L. c. 149, §1.

36. Plaintiffs are employees within the meaning of M.G.L. c. 149, §1.

37. Under the Wage Act, Trinity is strictly liable for their failure to pay all wages, including earned, but unused, PTO on the date of the employee's termination.

38. Employers who fail to pay all earned wages, including earned, but unused, PTO when owed, are liable for three (3) times the amount of the unpaid wages, plus costs and attorneys' fees.

39. Employers are liable for mandatory triple damages, costs, and attorneys' fees, even when the employer pays single damages prior to commencement of a lawsuit. *See Reuter v. City of Methuen*, 489 Mass. 465, 476 (2022).

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiffs request that the Court:

40. Certify this action as a class action pursuant to M.G.L. c. 149 § 148;
41. In the alternative, certify this case as a class action pursuant to Massachusetts Rule of Civil Procedure 23;
42. Appoint Plaintiffs as Class Representatives;
43. Appoint the undersigned as Class Counsel;
44. Award treble damages, interest, attorneys' fees, and costs pursuant to M.G.L. c. 149 §§148, 150; and
45. Award such other relief as the Court deems just.

VIII. JURY DEMAND

Plaintiffs demand a trial by jury.

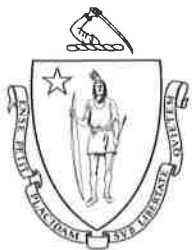
Dated: November 14, 2023

The Plaintiffs,
KATHRYN AUCLAIR and ANNMARIE
BROWN, individually and on behalf of all
others similarly situated.

By their Attorneys,

/s/ Raymond Dinsmore
Raymond Dinsmore, Esq. (BBO # 667340)
Richard E. Hayber (BBO #569131)
Hayber, McKenna & Dinsmore, LLC
One Monarch Place, Suite 1340
Springfield, MA 01144
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Fax: 860-218-9555
rdinsmore@hayberlawfirm.com

EXHIBIT A



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
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August 22, 2023

Raymond Dinsmore
Hayber, McKenna & Dinsmore, LLC
One Monarch Place, Suite 1340
Springfield, MA 01144

RE: Annmarie Brown
Request for Private Right of Action against Trinity Health of New England

Dear Attorney Dinsmore:

Thank you for contacting the Office of the Attorney General's Fair Labor Division.

Massachusetts General Laws Chapter 149, § 150, and Chapter 151, §§ 1B and 20 establish a private right of action for employees who believe they are victims of certain violations of the state wage laws.

This letter is to inform you that we are authorizing you to pursue this matter through a private civil lawsuit. If you elect to sue in civil court, you may bring an action on your own or your clients' behalf, and on behalf of other similarly situated workers.

This office will not pursue an investigation or enforcement at this time.

Sincerely,

Fair Labor Division
Office of the Massachusetts Attorney General
(617) 727-3465

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, conslga una traducción inmediatamente.

تحتوي هذه الوثيقة على معلومات هامة.
يرجى ترجمتها فوراً.

Docikman sa gen enfòmasyon enpòtan.
Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzl-lo imediatamente.

此文件含有重要信息。
請立即找人翻譯。

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Tài liệu này có chứa thông tin quan trọng.
Vui lòng dịch tài liệu này ngay.

ខេត្តសានសេប៊ីប៊ី ប័ណ្ណប្រចាំប្រចាំខ្លួនសំខាន់ៗ
រកឈ្មោះខេត្តសានសេប៊ីប៊ីប្រើប្រាស់ប្រចាំខ្លួន
យ៉ាងបំផុត។

ឯកសារនេះមានលក្ខណៈសំខាន់ ។

សូមបកប្រែវាជាបន្ទាន់ ។

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EXHIBIT B



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
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ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
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October 19, 2023

Raymond Dinsmore
Hayber, McKenna & Dinsmore, LLC
One Monarch Place, Suite 1340
Springfield, MA 01144

RE: Kathryn Auclair
Request for Private Right of Action against Trinity Health Corporation

Dear Attorney Dinsmore:

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Fair Labor Division
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