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COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

HAMPSHIRE, ss.

CIVIL ACTION NO.:

JOHN T. MARTIN and DANIELLE
AMODEO, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

AMHERST COLLEGE,

Defendant.

CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

1. Employers in Massachusetts must pay their exempt employees weekly, bi-weekly, or semi-monthly, unless an employee specifically elects to be paid monthly. *See* The Massachusetts Wage Act (the “Wage Act”), M.G.L. c. 149 § 148 (emphasis added). Employers must pay all wages due to an employee within six days of the termination of the pay period in which such wages were earned. *Id.* Employers who violate these rules and fail to pay their employees within the deadlines required by the Wage Act owe their employees damages in an amount equal to three times their unpaid and/or late paid wages, plus interest, attorneys’ fees, and costs. *See* M.G.L. c. 149 § 150; *see also Reuter v. City of Methuen*, 184 N.E.3d 772, 781 (Mass. 2022).

2. Here, Defendant, Amherst College (“Defendant”), maintains a policy to pay its exempt employees, including its exempt staff members, trustee-appointed staff members, and faculty members, on the final business day of each month, even though its exempt employees did

not elect to be paid monthly. *See* M.G.L. c. 149 § 148. Accordingly, Defendant should pay its exempt employees no less frequently than semi-monthly, and within six days of the termination of the pay period in which such wages were earned. *Id.* Defendant's policy of paying its exempt employees on the last business day of the month results in all wages earned in the first half of the month being paid, at a minimum, approximately ten days late, in violation of the Wage Act. *Id.*

3. Defendant's illegal payroll policies resulted in the withholding of millions of dollars in wages over the last three years, causing harm to Plaintiffs, John T. ("J.T.") Martin ("Plaintiff Martin") and Danielle Amodeo ("Plaintiff Amodeo") (Plaintiff Martin and Plaintiff Amodeo, collectively, "Plaintiffs") and all other similarly situated exempt employees (the "Class") (as defined below in Section V ¶ 26).

II. PARTIES

4. Defendant, Amherst College, is a private liberal arts college, located at 220 South Pleasant Street, Hampshire County, Amherst, Massachusetts 01002. The College's principal officer is Michael A. Elliott, whose mailing address is PO Box 5000, Controller's Office, Amherst, Hampshire County, MA 01002.

5. Plaintiff, J.T. Martin, is an adult resident of Hampden County, Massachusetts.

6. Plaintiff, Danielle Amodeo, is an adult resident of Brooklyn County, New York.

III. JURISDICTION

7. This Court has jurisdiction over this matter pursuant to M.G.L. c. 149 §§ 148; 150 and M.G.L. c. 223A §§ 2; 3.

8. Venue is proper pursuant to M.G.L. c. 223 § 1.

9. On December 13, 2024, Plaintiff Martin received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue their claims for

late paid wages, on behalf of themselves, and on behalf of all other similarly situated employees, against Defendant (copy of Private Right of Action Authorization attached as Exhibit “A”).

10. On December 18, 2024, Plaintiff Amodeo received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue her claims for late paid wages, on behalf of herself, and on behalf of all other similarly situated employees, against Defendant (copy of Private Right of Action Authorization attached as Exhibit “B”).

IV. FACTS

11. Defendant employed Plaintiff Martin from August 7, 2017 until the date of their separation on August 31, 2023. Defendant employed Plaintiff Martin as the Director of the Queer Resource Center and, most recently, at the Interim Assistant Dean of Students for Identity & Cultural Resources, where they earned an annual salary in the approximate amount of \$115,000.00¹.

12. Defendant employed Plaintiff Amodeo from January 2017 until the date of her resignation on June 1, 2022. During her employment, Plaintiff Amodeo held the titles of Public Programs and Marketing Coordinator, Public Programs and Marketing Specialist, and most recently, Associate Director of Communications and Public Programs for its Mead Art Museum and paid her an annual salary in the amount of \$79,838.14.²

13. At all times relevant to this action Defendant paid Plaintiffs and the Class on a monthly basis on the final business day of the month for the work performed during that month.

¹ Effective December 1, 2021, Plaintiff Martin received a pay increase from \$72,000 per year to \$86,695.43 per year. Effective February 1, 2022, Plaintiff Martin received an additional salary increase from \$86,695.43 per year to approximately \$115,000.00 per year for the remainder of their employment with Defendant.

² On November 1, 2021, Plaintiff Amodeo was promoted from a non-exempt role to the exempt role of Associate Director of Communications and Public Programs, with an annual salary in the amount of \$65,000.00. Following Plaintiff Amodeo’s resignation on June 1, 2022, Defendant’s Human Resources office confirmed that Plaintiff Amodeo’s November 1, 2021 promotion should have been issued with a 9% salary increase on her previous wages, thus resulting in a salary of \$75,319.00. Thereafter, on April 1, 2022, Defendant issued a staff-wide cost of living increase, which should have raised Plaintiff Amodeo’s salary to \$79,838.14.

14. Defendant failed to offer Plaintiffs and the Class an opportunity to elect to receive payment on a weekly, bi-weekly, or semi-monthly basis. Further, neither Plaintiffs nor the Class ever elected to be paid monthly rather than weekly, bi-weekly, or semi-monthly.

15. Defendant's Staff Handbook states that "[e]xempt employees are paid monthly on the last business day of the month."

16. Defendant's Trustee-Appointed Staff Handbook states that "[e]xempt [trustee-appointed staff] employees are paid monthly on the last business day for the current month."

17. Defendant's Faculty Handbook states that "[a]nnual faculty salaries are for nine months' work but are paid in twelve equal installments on the last day of each month, July 31 through June 30, inclusive."

18. Defendant's Monthly Payroll Schedule shows that Plaintiffs and the Class receive their monthly salary payment on the final business day of the applicable month.

19. For example, on June 30, 2023, Defendant paid Plaintiff Martin in the gross amount of approximately \$9,583.33³ for the pay period commencing on June 1, 2023, and ending June 30, 2023, even though Plaintiff Martin never elected to be paid monthly.

20. Defendant should have paid Plaintiff Martin in the gross amount of approximately \$4,791.67 no later than June 21, 2023 for the work they performed during the first fifteen days of the month. Delaying Plaintiff Martin's salary payment until June 30, 2023 deprived them of those funds in violation of Massachusetts law. *See* M.G.L. c. 149 § 148.

³ Neither Plaintiff Martin nor Plaintiff Amodeo were ever provided a method of accessing their paystubs other than through Defendant's Workday platform, and therefore lost access to their paystubs when they separated from employment with Defendant. Consequently, Plaintiffs have no record of their regular salary deduction breakdowns, nor of their vacation time, sick time, and other benefit accruals.

21. Throughout their employment within the relevant statute of limitations, Defendant paid Plaintiff Martin approximately \$79,099.67 of their gross wages later than required by law.⁴

22. In addition, on May 31, 2022, Defendant should have paid Plaintiff Amodeo in the gross amount of approximately \$6,653.18 for the pay period commencing on May 1, 2022, and ending May 31, 2022, even though Plaintiff Amodeo never elected to be paid monthly.

23. Defendant should have paid Plaintiff Amodeo approximately \$3,326.59 no later than May 21, 2022 for the work she performed during the first fifteen days of the month. Delaying Plaintiff Amodeo's salary payment until May 31, 2022 deprived her of those funds in violation of Massachusetts law. *See* M.G.L. c. 149 § 148

24. Throughout her employment as an exempt employee within the relevant statute of limitations, Defendant paid Plaintiff Amodeo approximately \$22,532.93 of her gross wages later than required by law. *Id.*

V. CLASS ACTION ALLEGATIONS

25. Plaintiffs bring this Action individually, and on behalf of all other members of the Class.

26. The Class is defined as follows:

All Massachusetts exempt staff, exempt trustee-appointed staff, and exempt faculty members employed by Defendant, who were paid monthly during the three years immediately preceding December 2, 2024 and continuing through the date of final judgment in this matter.⁵

⁴ Plaintiff Martin was on a continuous medical leave of absence for approximately 4 months between mid-January 2023 until early May 2023. Plaintiff Martin's single damages for this time period have been reduced accordingly.

⁵ Pursuant to *American Pipe & Construction Co. v. Utah*, the filing of a class action tolls the statute of limitations for all asserted members of the class until class certification is resolved. *See American Pipe & Construction Co. v. Utah*, 414 U.S. 538, 553-554 (1974). In this case, Plaintiffs' Counsel initiated a nearly identical class action in this Court on December 2, 2024, on behalf of Plaintiff Jessi Fournier and the Class (Civil Action No. 2480CV00137). Accordingly, the statute of limitations for the claims asserted in this action has been tolled during the pendency of the *Fournier* action. *Id.*

27. Class certification for this Massachusetts state law claim is appropriate under Rule 23 of the Massachusetts Rules of Civil Procedure because all of the requirements of Rule 23 are met.

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

29. There are questions of law and fact common to the Class, including whether Defendant's policy and/or practice of paying their exempt employees on a monthly basis violates the Wage Act, and whether Class Members elected to be paid in this manner.

30. The claims of Plaintiffs are typical of those of the Class Members. The claims of the Plaintiffs encompass Defendant's challenged course of conduct. Furthermore, the claims of the Plaintiffs are based on the same legal theories as the claims of the 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.

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

32. 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 the Plaintiffs and the Class.

VI. LEGAL CLAIMS

COUNT I: Violation of the Massachusetts Wage Act For Late Payment of Wages By Plaintiffs and the Class

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

34. Defendant maintains a policy to pay the Class their regular wages only on the final business day of each month, even though Plaintiffs and Class Members did not elect to be paid monthly. *See* M.G.L. c. 149 § 148.

35. Defendant's policy of paying its exempt employees on the last business day of the month resulted in all wages earned in the first half of the month being paid, at a minimum, approximately ten days late, and denies Plaintiffs and the Class the prompt and timely payment of their wages and the use of those wages, all in violation of the Wage Act. *Id.*

36. As a result, Defendant is liable to Plaintiffs and the Class for three times the amount of the late paid wages, plus interest, costs, and attorneys' fees. *See* M.G.L. c. 149 § 150; *Reuter* at 781.

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiffs, and on behalf of themselves of all others similarly situated, request that the Court:

- A. Certify this Action as a class action pursuant to M.G.L. c. 149 § 148;
- B. In the alternative, certify this case as a class action pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure;
- C. Appoint Plaintiff Martin and Plaintiff Amodeo as Class Representatives;
- D. Appoint the undersigned as Class Counsel;

- E. Award Plaintiffs and the Class treble damages pursuant to M.G.L. c. 149 §§ 148; 150;
- F. Award Plaintiffs and the Class all pre-judgment and post-judgment interest on these damages pursuant to M.G.L. c. 149 §§ 148; 150;
- G. Award service awards to Plaintiff Martin and Plaintiff Amodeo;
- H. Award attorneys' fees and costs incurred by Plaintiffs in prosecuting this Action pursuant to M.G.L. c. 149 §§ 148; 150;
- I. Issue a permanent injunction prohibiting Defendant from continuing its unlawful pay practices, i.e. its failure to pay their exempt employees on at least a bi-monthly or semi-monthly basis unless they specifically elect to be paid monthly, as required by M.G.L. c. 149 § 148; and
- J. Award such other relief as the Court deems just.

VIII. JURY DEMAND

Plaintiffs and on behalf of themselves and all others similarly situated, demand a trial by jury as to the allegations contained in this Complaint.

Dated: December 26, 2024

Respectfully submitted,

The Plaintiffs,
JOHN T. MARTIN and DANIELLE
AMODEO, on behalf of themselves and all
others similarly situated,
By their Attorneys,

/s/ Raymond Dinsmore

Raymond Dinsmore, Esq. (BBO # 667340)

Richard E. Hayber, Esq. (BBO # 569131)

Ryan B. Guers, Esq. (BBO # 713870)

Hayber, McKenna & Dinsmore, LLC

One Monarch Place, Suite 1340

Springfield, MA 01144

Phone: (413) 785-1400

Fax: (860) 218-9555

Email: rdinsmore@hayberlawfirm.com

rhayber@hayberlawfirm.com

rguers@hayberlawfirm.com

*Attorneys for Plaintiffs and the Putative
Class Members*