

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

HAMPDEN, ss.

Civil Docket No.: 26CV197

JONATHAN DIAZ, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

THE TRUSTEES OF SMITH COLLEGE
d/b/a SMITH COLLEGE,

Defendant.

03/26/2026

CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

1. Employers in Massachusetts must pay their employees the cash value of any earned wages upon separation from employment. *See* The Massachusetts Wage Act (the “Wage Act”), M.G.L. c. 149 § 148. The Wage Act expressly states that all paid “vacation” time is considered earned wages that must be paid upon termination.

2. Use of the word “vacation” is not what makes paid time off a compensable wage that must be paid upon separation. Under the Wage Act, paid time off is considered a “wage” when “it can be used for time away from work for any reason.” *Tze-Kit Mui v. Massachusetts Port Authority*, 89 N.E.3d 460, 462-463 (Mass. 2018) (contrasting vacation time with other forms of contingent paid time off, such as “sick time” that are not considered “wages” because their “usage is conditional.”).

3. Employers who fail to pay all earned wages when due are liable for three times the amount of the late-paid and/or unpaid wages, plus interest, costs, and attorneys’ fees, even if

they are paid prior to the commencement of litigation. *See* M.G.L. c. 149 § 150; *Reuter v. City of Methuen*, 184 N.E.3d 772, 781 (Mass. 2022).

4. Defendant, The Trustees of Smith College d/b/a Smith College (“Defendant”), maintains a policy and practice of providing some employees with paid time off designated as “personal time,” which can be used for time away from work for any reason. However, upon separation from employment, Defendant does not pay its employees for their unused personal time as required by the Wage Act. *See* M.G.L. c. 149 § 148; *see also* *Byrnes v. Lukes*, No. 0985-cv-01403, 30 Mass. L. Rptr. 413, 2012 WL 6608974, at *1 (Mass. Super. Sept. 27, 2012) (holding on summary judgment that personal days are wages and must be paid upon separation).

5. Consistent with its unlawful policy and practice, Defendant terminated Plaintiff Jonathan Diaz’s employment in November 2025 but failed to pay him for any portion of his 37 hours of accrued paid personal time.

6. Defendant’s payroll practice has resulted in the systematic non-payment of wages owed to Plaintiff and all other similarly situated Massachusetts employees (the “Class”). *See* M.G.L. c. 149 § 148. Defendant’s policy is simple wage theft, in that it has retained for its own use and benefit significant amounts of money that its former employees earned and should have been paid long ago.

II. PARTIES

7. Defendant is the governing body of Smith College, a private institution of higher education located in Northampton, Massachusetts. Defendant maintains its principal office at 10 Elm Street, College Hall, Room 204, Northampton, Hampshire County, MA 01063.

8. Plaintiff Diaz is an individual residing in Springfield, Hampden County, MA.

III. JURISDICTION

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

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

11. On February 18, 2026, Plaintiff Diaz received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for unpaid final wages against Defendant, on behalf of himself and on behalf of all other similarly situated employees.

IV. FACTS

12. Defendant operates a private institution of higher education in Northampton, Massachusetts and employs more than 1,000 employees.

13. Pursuant to its employee handbook, Defendant provides employees with various forms of paid time off (“PTO”) including “personal time.”

14. Upon the commencement of its fiscal year, Defendant credits its eligible employees with four paid personal days. In addition, Defendant credits employees with exemplary attendance records in the previous fiscal year with up to two additional days of paid personal time.

15. Under Defendant’s policy and practice, paid personal time may be used for any purpose. Like vacation time, the use of paid personal time is not tethered to any specific contingencies, such as sickness, bereavement, or jury duty.

16. By policy and practice, Defendant does not pay its employees for the cash value of their unused personal time when employees separate from Smith College.

17. Defendant hired Plaintiff in or around October 2019 as a Maintenance Worker / Custodian.

18. At all times relevant, Defendant classified Plaintiff as an hourly, non-exempt employee.

19. Most recently, Defendant paid Plaintiff at the rate of \$27.45 per hour.

20. On or about November 10, 2025, Defendant terminated Plaintiff's employment.

21. As of November 10, 2025, Plaintiff possessed 37 hours of accrued personal time.

22. Defendant did not pay Plaintiff for any portion of his accrued 37 hours of personal time, in violation of the Wage Act. *See* M.G.L. c. 149 § 148.

23. By withholding payment of accrued paid personal time wages, Defendant deprived Plaintiff and all other similarly situated former employees of their wages.

24. Defendant's unlawful policy amounts to wage theft. Instead of paying the wages that its former employees earned through their time and labor – in the form of accrued paid time off that can be used without any specific contingencies – Defendant has chosen to maintain those wages in its own coffers.

25. As a result, former Smith College employees – many of whom may face financial difficulties during a period of transition in employment – have been wrongfully deprived of their earned wages at the very moment they likely need them the most. Conversely, Smith College has retained capital that doesn't belong to it for its own use and enjoyment.

26. As a result of its unlawful policy and practice, Defendant is strictly liable to Plaintiff and the putative Class for three times the amount of these unpaid final wages, plus interest, costs, and attorneys' fees. *See* M.G.L. c. 149 § 150; *Reuter*, 184 N.E.3d at 781.

V. CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action on behalf of himself, and on behalf of all other members of the putative Class.

28. The putative Class is defined as follows:

All employees of Defendant, The Trustees of Smith College d/b/a Smith College, who were not paid for their personal time at the time of their separation from employment during the three (3) years immediately preceding this lawsuit's filing, through the date of final judgment in this matter.

29. Class certification for this Massachusetts state law claim is appropriate under Mass. R. Civ. P. 23 because Plaintiff and the putative Class meet all requirements of Mass. R. Civ. P. 23.

30. The putative Class is so numerous that joinder of all putative class members is impracticable. Upon information and belief, Defendant employed hundreds of employees in Massachusetts who were subjected to the challenged practices and procedures discussed herein during the period of the claim.

31. There are questions of law and fact common to Plaintiff and the members of the putative Class, including whether Defendant failed to compensate Plaintiff and the members of the putative Class for their final wages, including the value of their accrued personal time, in full, within the deadlines imposed by the Wage Act.

32. Plaintiff's claims are typical of the claims of the putative Class. Plaintiff's claims encompass Defendant's challenged course of conduct discussed herein. Furthermore, Plaintiff's claims are based on the same legal theories as the claims of the putative Class. The legal issues as to the violation of the Wage Act by Defendant's unlawful personal time policy apply equally to Plaintiff and the putative Class.

33. Plaintiff will fairly and adequately protect the interests of the putative Class. Plaintiff's claims are not antagonistic to those of the putative Class, and Plaintiff hired counsel skilled in the prosecution of wage and hour class actions.

34. Common questions of law and fact predominate over questions affecting only individual members of the putative Class.

35. 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 member of the putative Class, and maximizes recovery to Plaintiff and the members of the putative Class.

VI. LEGAL CLAIMS

COUNT I: Violation of the Massachusetts Wage Act, M.G.L. c. 149 § 148

36. Plaintiff realleges and incorporates herein the allegations contained in each and every other paragraph of this Complaint.

37. In maintaining a policy and practice that resulted in failing to pay Plaintiff and the putative Class Members the value of their accrued personal time within the timeframes imposed by the Wage Act, Defendant violated the Wage Act.

38. As a result, Defendant is strictly liable to Plaintiff and the putative Class for three times the amount of their unpaid wages, plus interest, costs, and attorneys' fees. *See* M.G.L. c. 149 § 150; *Reuter*, 184 N.E.3d at 781.

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiff Diaz, on behalf of himself and all others similarly situated, requests that the Court:

- A. Certify this case as a class action pursuant to M.G.L. c. 149 § 148; or in the alternative, pursuant to Mass. R. Civ. P. 23;
- B. Appoint Plaintiff as Class Representative;
- C. Appoint the undersigned as Class Counsel;

- D. Award Plaintiff and the Class treble damages pursuant to M.G.L. c. 149 §§ 148, 150;
- E. Award Plaintiff and the Class all pre-judgment and post-judgment interest on these damages pursuant to M.G.L. c. 149 §§ 148, 150;
- F. Award Plaintiff's counsel attorneys' fees and costs incurred in the prosecution this action pursuant to M.G.L. c. 149 §§ 148, 150;
- G. Enter an order permanently enjoining Defendant from maintaining the contested pay practice;
- H. Approve the issuance of a service award to Plaintiff; and
- I. Award any other relief as the Court deems just.

VIII. JURY DEMAND

Plaintiff, on behalf of himself and all others similarly situated, demands a trial by jury as to the allegations contained in this Complaint.

Dated: March 26, 2026

Respectfully submitted,

The Plaintiff,

JONATHAN DIAZ, on behalf of himself
and all others similarly situated,

By his Attorneys,

/s/ Raymond Dinsmore

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