

STATE OF CONNECTICUT

RETURN DATE: JUNE 9, 2026	:	SUPERIOR COURT
	:	
JAMES FITZPATRICK,	:	JUDICIAL DISTRICT OF
Plaintiff,	:	NEW HAVEN
	:	
v.	:	AT NEW HAVEN
	:	
THE STOP AND SHOP SUPERMARKET	:	
COMPANY LLC	:	
Defendant	:	MAY 13, 2026

COMPLAINT

I. INTRODUCTION

1. In Connecticut, “[w]henever an employer discharges an employee, the employer *shall* pay the employee's wages in full not later than the business day next succeeding the date of such discharge.” Connecticut Wage Act, C.G.S., Section 31-71c(b) (emphasis added) (“CWA”). “Wages” means compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission or other basis of calculation. C.G.S. Sec. 31-71a. Even fringe benefits like paid vacation time is to be compensated “in the form of wages” if it is unused as of the date of the termination. C.G.S. Sec. 31-76k.

2. “When any employer fails to pay an employee wages in accordance with the provisions of sections 31-71a – 31-71i inclusive, or fails to compensate an employee in accordance with section 31-76k, ..., such employee ... *shall* recover, in a civil action, (1) twice the full amount of such wages, with costs and such reasonable attorney's fees as may be allowed by the court,...” C.G.S. Sec. 31-72 (emphasis added).

3. Here, Defendant The Stop and Shop Supermarket Company terminated Plaintiff James Fitzpatrick on Friday, February 6, 2026 but did not pay all of his final pay by Monday

February 9, 2026. Instead, it issued three final paychecks, one on February 12, 2026 for salary (\$2,201.98), another on March 5, 2026 for 20 hours of unused vacation pay (\$1,101) and a final check on March 20, 2026 for his Retail Management Incentive Plan (\$47,404.20). As a result, Defendant is now liable to Plaintiff in the amount twice the amount of these late paid checks, plus attorneys' fees and costs.

II. PARTIES

4. Defendant, The Stop and Shop Supermarket Company, is a corporation organized and existing under the laws of the State of Massachusetts with principal offices at 1385 Hancock Street, Quincy, Massachusetts.

5. Plaintiff, James "Jim" Fitzpatrick is an adult individual residing in West Haven, Connecticut and was an employee of Stop and Shop.

III. APPLICABLE LAW

6. Conn. Gen. Stat. Sec. 31-71c(b) provides: "whenever an employer discharges an employee, the employer shall pay the employee's wages in full ***not later than the business day next succeeding the date of such discharge.***" (emphasis added)

7. Conn. Gen. Stat. Sec. 31-71a provides "(3) 'Wages' means compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission or other basis of calculation;.."

8. Conn. Gen. Stat. Sec. 31-76k provides: "Payment of fringe benefits upon termination of employment. If an employer policy or collective bargaining agreement provides for the payment of accrued fringe benefits upon termination, including but not limited to paid **vacations**, holidays, sick days and earned leave, and an employee is terminated without having received such accrued fringe benefits, such employee shall be compensated for such accrued fringe benefits exclusive of normal pension benefits ***in the form of wages*** in accordance with such

agreement or policy but in no case less than the earned average rate for the accrual *period pursuant to sections 31-71a to 31-71i, inclusive. (emphasis added)*

9. Conn. Gen. Stat. Sec. 31-72 provides “When any employer fails to pay an employee *wages in accordance with the provisions of sections 31-71a to 31-71i, inclusive, or fails to compensate an employee in accordance with section 31-76k* or where an employee or a labor organization representing an employee institutes an action to enforce an arbitration award which requires an employer to make an employee whole or to make payments to an employee welfare fund, such employee or labor organization shall recover, in a civil action, (1) *twice the full amount of such wages, 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 wages was in compliance with law, the full amount of such wages or compensation, with costs and such reasonable attorney's fees as may be allowed by the court.” (emphasis added)

IV. FACTS

10. Defendant hired Plaintiff on October 4, 2021 as a Store Manager in Reserve until an opening became available in April 2022. On or about April 18, 2022, Defendant promoted Plaintiff to the position of Store Manager in their East Haven, Connecticut store.

11. Defendant utilizes a one-week pay period commencing on Sunday and ending on Saturday. Defendants pay their workers their wages for that pay period the following Thursday.

12. The final payroll period Plaintiff worked for Defendant commenced on Sunday, February 1, 2026 and ended on Saturday, February 7, 2026. Defendant paid wages to its employees for that pay period on Thursday, February 12, 2026.

13. On Friday February 6, 2026, Defendant terminated Plaintiff's employment.

14. The next business day succeeding Plaintiff's discharge was Monday February 9, 2026. Defendant did not pay Plaintiff his final paycheck on that day.

15. Defendant paid Plaintiff his final pay on Thursday, February 12, 2026 in the amount of \$2,201.98.

16. Defendant has an agreement with its employees that requires them to pay out accrued by unused vacation time on termination. Defendant did not pay his accrued but unused vacation time by February 9, 2026, i.e., the next business day after his termination.

17. Instead, Defendant paid Plaintiff his accrued but unused vacation pay on Thursday March 5, 2026 (\$1,101.).

18. Defendant paid Plaintiff his earned incentive compensation for calendar year 2025 on Friday March 20, 2026 (\$47,404.20), i.e., not by February 9, 2026, the next business day following his termination.

19. Based upon the foregoing, Defendant violated the Connecticut Wage Act by failing to pay Plaintiff his final paychecks, including salary, accrued but unused vacation pay and incentive pay, by the next business day following his termination, February 9, 2026.

20. It did not pay Plaintiff “in accordance with” the legal requirement to pay his final pay by the next business day following his termination, i.e., February 9, 2026.

21. Defendant’s conduct as alleged renders it liable to Plaintiff for “twice the full amount of such wages, with costs and such reasonable attorney's fees as may be allowed by the court,...” C.G.S. Sec. 31-72.

COUNT I– Failure to pay wages in violation of C.G.S. Sec. 31-71c

22. Defendant’s conduct in failing to pay Plaintiff his final salary and incentive paychecks by “the next business day” following his termination and/or discharge violates the CWA. C.G.S. Sec. 31-71c.

23. As a result of the foregoing, Defendant is liable to Plaintiff in the amount of twice the amount of his final late paid salary check (\$4,403.96) twice the amount of his late paid incentive paycheck (\$94,808.40) plus attorneys' fees and costs pursuant to C.G.S. Sec. 31-72.

COUNT II– Failure to pay accrued but unused vacation time in violation of C.G.S. Sec. 31-71c and 31-76k

24. Defendant's conduct in failing to pay Plaintiff his final vacation paycheck by "the next business day" following his termination and/or discharge violates the CWA. C.G.S. Sec. 31-71c and 31-76k.

25. As a result of the foregoing, Defendant is liable to Plaintiff in the amount of \$2,202 plus attorneys' fees and costs pursuant to C.G.S. Sec. 31-72.

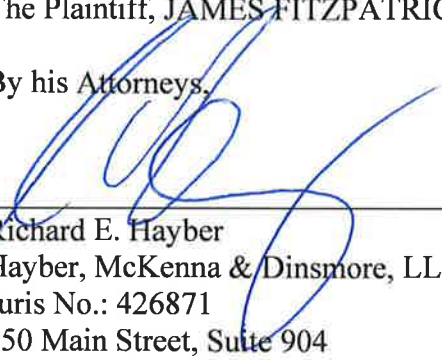
DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests that the Court:

1. Award damages to Plaintiff in the amount of twice the amount of his late paid final paychecks, as well as interest, attorneys' fees, and costs pursuant to C.G.S. Sec. 31-72;
2. Award such other relief as the Court deems just.

The Plaintiff, JAMES FITZPATRICK,

By his Attorneys,



Richard E. Hayber
Hayber, McKenna & Dinsmore, LLC
Juris No.: 426871
750 Main Street, Suite 904
Hartford, CT 06103
Tel.: 860-522-8888
Fax: 860-218-9555
Email: rhayber@hayberlawfirm.com

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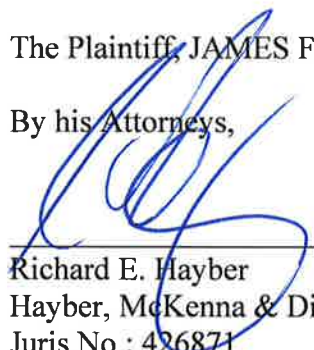
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STATEMENT OF AMOUNT IN DEMAND

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.

The Plaintiff, JAMES FITZPATRICK,

By his Attorneys,



Richard E. Hayber
Hayber, McKenna & Dinsmore, LLC
Juris No.: 426871
750 Main Street, Suite 904
Hartford, CT 06103
Tel.: 860-522-8888
Fax: 860-218-9555
Email: rhayber@hayberlawfirm.com