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COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

WORCESTER, ss.

Civil Docket No.:

RYAN HUTTON, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

AMAZON.COM SERVICES LLC,

Defendant.

CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

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

2. Employers who fail to pay wages when they are owed are liable for three times the amount of the unpaid wages, plus interest, costs, and attorneys’ fees, even if the final wages are paid prior to litigation. *See* M.G.L. c. 149 § 150; *Reuter v. City of Methuen*, 184 N.E.3d 772, 781 (Mass. 2022)

3. Here, Defendant Amazon.com Services, LLC (“Amazon” or “Defendant”) employs thousands of workers in Massachusetts and fails to maintain procedures ensuring that Massachusetts employees receive their full final wages, including their accrued but unused vacation, on the date of their termination. *See* M.G.L. c. 149 § 148. Instead, Defendant pays terminated employees their final wages and accrued vacation days after terminating them in violation of Massachusetts law. *Id.*

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4. Amazon's payroll policies, practices and/or procedures have caused the systemic late payment of final wages to Plaintiff and all other similarly situated Massachusetts employees, resulting in Defendant's unlawful withholding of wages during the three years immediately preceding the commencement of this action, in violation of the Wage Act.

II. PARTIES

5. Defendant Amazon.com Services LLC is a foreign limited liability company with principal offices located at 410 Terry Avenue North, Seattle, WA 98109. Defendant's Massachusetts resident agent is Corporation Service Company, located at 84 State Street, Boston, MA 02109. Defendant owns and operates distribution centers in the Commonwealth of Massachusetts including in Charlton, Massachusetts.

6. Plaintiff Ryan Hutton ("Plaintiff") is an adult resident of Worcester, Worcester County, Massachusetts.

III. JURISDICTION

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

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

9. On September 3, 2026, Plaintiff received a request for authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for late-paid and unpaid wages, individually, and on behalf of all other similarly situated employees, against Defendant (Exhibit "A").

IV. FACTS

10. Defendant owns and operates approximately twenty-five facilities in Massachusetts and employs tens of thousands of workers.

11. At all times relevant to this action, Defendant employed Plaintiff as a full-time Packer at its Charlton, Massachusetts distribution center.

12. Defendant employed Plaintiff from in or around June 2024 until his involuntary termination on June 8, 2026.

13. As a result, Defendant was required to pay Plaintiff his final wages, including the value of his accrued vacation time, on June 8, 2025. *See* M.G.L. c. 149 § 148.

14. Notwithstanding its obligation to pay Plaintiff's final wages, in full, on the date of his termination, Defendant failed to do so.

15. Instead, Amazon withheld Plaintiff's wages until the next regular pay date, several days after his termination.

16. Defendant's failure to pay Plaintiff's final wages in full, on the date of his discharge, renders Defendant strictly liable for three times the amount of the late-paid wages, plus interest, costs, and attorneys' fees. *See* M.G.L. c. 149 § 150; Reuter, 184 N.E.3d at 781.

17. Upon information and belief, Defendant implemented and maintained, and continues to implement and maintain, common policies and/or procedures which fail to ensure timely payment of final wages to involuntarily separated Massachusetts workers.

18. Defendant's common policies and/or procedures apply equally to Plaintiff and the Class.

19. Defendant's policies and/or procedures resulted in the illegal failure to pay all wages due and owing to Plaintiff and the Class as of the dates of their involuntary terminations.

V. CLASS ACTION ALLEGATIONS

20. Plaintiff bring this action individually and on behalf of all other members of the putative Class.

21. The putative Class is defined as follows:

All Massachusetts employees of Defendant who were involuntarily terminated during the three (3) years preceding this lawsuit and through the date of final judgment.

22. 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 Rule 23.

23. The putative Class is so numerous that joinder of all members is impracticable. Upon information and belief, Defendant employed tens of thousands of employees in Massachusetts, and more than one hundred (100) of those employees were involuntarily terminated and subjected to the challenged policies and/or procedures discussed herein during the period of the claim.

24. 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 the value of their final wages, in full, on the date of discharge, as required by the Wage Act. *See* M.G.L. c. 149 § 148.

25. 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 concerning the violation of the Wage Act by Defendant's unlawful policies and/or procedures which fail to ensure final payment to its terminated employees, in full, on the date of their discharge, applies equally to Plaintiff and the putative Class.

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

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

28. 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, 150

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

30. In maintaining policies, practices and/or procedures that resulted in failing to pay Plaintiff and the putative Class Members their final wages, including their accrued but unused vacation time, in full, on the date of their discharge, Defendant violated the Wage Act. *See* M.G.L. c. 149 § 148.

31. As a result, Defendant is strictly liable to Plaintiff and the putative 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*, 184 N.E.3d at 781.

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of 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, certify this case as a class action pursuant to Mass. R. Civ. P. 23;
- B. Appoint Plaintiff as Class Representatives;

- 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 pay practice, policies and/or procedures challenged herein;
- 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, individually and on behalf of all others similarly situated, demands a trial by jury as to the allegations contained in this Complaint.

Dated: October 7, 2026

Respectfully submitted,

The Plaintiff,
RYAN HUTTON, individually, and on behalf
of all others similarly situated,
By his Attorneys,

/s/ Raymond Dinsmore

Raymond Dinsmore, Esq. (BBO # 667340)

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*Attorneys for Plaintiff and the putative
Class Members*

EXHIBIT A



THE COMMONWEALTH OF MASSACHUSETTS
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September 3, 2026

Raymond Dinsmore
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One Monarch Place, Suite 1340
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Via email: rdinsmore@hayberlawfirm.com

RE: Ryan Hutton
Request for Private Right of Action against Amazon

Dear Counsel for Ryan Hutton:

Thank you for contacting the Office of the Attorney General's Fair Labor Division. We are in receipt of your request for a private right of action. Massachusetts General Laws Chapter 149, § 150 establishes a private right of action for alleged violations of certain state wage laws:

- G.L. c. 149, §§ 52D, 52E, 148, 148A, 148B, 148C, 150C, 152, 152A, 159C, or 190; and
- G.L. c. 151, §§ 1A, 1B, 19, or 20

While we have not made a determination of the merits of your claim, this letter serves as the Attorney General's authorization for you to pursue private action. You may bring an action on your own or your client's behalf and on behalf of other similarly situated workers. Workers who win their wage and hour cases in court have a right to collect triple damages, attorneys' fees, and court costs.

This office will not be taking any further action on your complaint.

Sincerely,

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