

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

MIDDLESEX, ss.

CIVIL DOCKET NO.:

JAMIE MONKS, individually, and on behalf  
of all others similarly situated,

Plaintiff,

v.

WALGREEN EASTERN CO., INC.,

Defendant.

RECEIVED

6/11/25

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**CLASS ACTION COMPLAINT AND JURY DEMAND**

**I. INTRODUCTION**

1. Employers in Massachusetts must pay their employees weekly, bi-weekly, or semi-monthly. *See* Massachusetts Wage Act (the “Wage Act”), M.G.L. c. 149 § 148 (emphasis added). By imposing this requirement, the Wage Act ensures that employees shall receive all of their earned wages within six days of the the pay period in which they worked.<sup>1</sup> *Id.*

2. The Supreme Judicial Court has held that these strict requirements are intended to protect employees, who are dependent “upon the prompt payment of their wages.” *Commonwealth v. New York Cent. & H.R.R.R. Co.*, 206 Mass. 417, 424 (1910). The Court has also observed that even “a minor violation” of these requirements can have “severe financial consequences” for employees in the Commonwealth. *Reuter v. City of Methuen*, 489 Mass. 465, 468 (2022).

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<sup>1</sup> The only exception to this requirement is that some administrative or professional employees may be paid once per month, if they specifically “elect” this method of payment “at [their] own option.” M.G.L. c. 149 § 148.

3. As a result, 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*, 489 Mass. 465 (2022). Here, Defendant, Walgreen Eastern Co., Inc. ("Defendant" or "Walgreens"), maintains a policy of paying its salaried employees only once per month, on the 26<sup>th</sup> day of each month, even though these employees did not elect to be paid monthly. *See* M.G.L. c. 149 § 148. Defendant is required to pay its salaried 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 results in all wages earned in the first half of each month being paid approximately five days late, in violation of the Wage Act. *Id.*

4. Defendant's illegal payroll policies have resulted in late payment and the unlawful withholding of millions of dollars in wages over the last three years, causing harm to Plaintiff, Jamie Monks ("Plaintiff"), and all other similarly situated salaried Massachusetts employees (the "Class") (as defined below in Section V ¶ 17).

## II. PARTIES

5. Defendant, Walgreen Eastern Co., Inc., is a pharmacy and store chain, registered in Massachusetts as a New York corporation, with a principal office located at 108 Wilmot Road, Deerfield, IL 60015. Defendant has operated more than 180 Walgreens locations in Massachusetts during the period of the claim.

6. Defendant is a subsidiary of Walgreens Boots Alliance, Inc., which is "one of the largest retail pharmacy, health and daily living destinations across the United States [] and

Europe with sales of \$147.7 billion in fiscal 2024.)”<sup>2</sup>

7. Plaintiff, Jamie Monks, is an adult resident of Middlesex County, Massachusetts.

### **III. JURISDICTION**

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

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

10. On June 9, 2025, Plaintiff requested authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue his claims for late paid wages, on behalf of himself, and on behalf of all other similarly situated employees, against Defendant. Plaintiff’s Private Right of Action Authorization is forthcoming.

### **IV. FACTS**

11. Defendant has employed Plaintiff at its 530 Somerville Ave., Somerville, MA 02143 location since in or about 2020. In or around March 2023, Defendant promoted Plaintiff to the salaried position of Store Manager, in which capacity it pays him an annual salary of approximately \$60,000.

12. At all times relevant to this action, Defendant paid Plaintiff and the Class on a monthly basis, on the 26<sup>th</sup> day of the month, for work performed during that month. At no point has Defendant paid Plaintiff bi-weekly or semi-monthly.

13. Defendant never offered Plaintiff and the Class an opportunity to elect to receive payment on a weekly, bi-weekly, or semi-monthly basis. Further, neither Plaintiff nor the Class ever elected to be paid monthly rather than weekly, bi-weekly, or semi-monthly.

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<sup>2</sup> *Walgreens Boots Alliance, Inc.* 2024 Form 10-K, p. 1, available at <https://investor.walgreensbootsalliance.com/static-files/503eb8a7-cc54-446f-ba70-3460819aad71> (last visited June 11, 2025).

14. For example, on August 26, 2024, Defendant paid Plaintiff in the gross amount of \$4,823.87 for the pay period commencing on August 1, 2024 and ending August 31, 2024, even though Plaintiff never elected to be paid monthly.

15. Defendant should have paid Plaintiff in the gross amount of approximately \$2,411.94 no later than August 21, 2024, for the work he performed during the first fifteen days of the month. Delaying Plaintiff's salary payment deprived him of those funds in violation of Massachusetts law. *See* M.G.L. c. 149 § 148.

16. Throughout his employment as a salaried Store Manager, Defendant paid Plaintiff approximately half of his gross wages later than required by law.

## **V. CLASS ACTION ALLEGATIONS**

17. Plaintiff brings this Action individually, and on behalf of all other members of the Class.

18. The Class is defined as follows:

All Massachusetts based store managers and other salaried employees of Walgreens who were paid monthly during the three years immediately preceding the filing of this complaint, and continuing through the date of final judgment in this matter.

19. 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.

20. 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.

21. There are questions of law and fact common to the Class, including whether Defendant's policy and/or practice of paying its salaried employees on a monthly basis violates

the Wage Act, and whether Class Members elected to be paid in this manner.

22. The claims of Plaintiff are typical of those of the Class Members. The claims of the Plaintiff encompass Defendant's challenged course of conduct. Furthermore, the claims of the Plaintiff 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 Plaintiff and to the Class.

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

24. 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 Plaintiff and the Class.

## **VI. LEGAL CLAIMS**

### **COUNT I: Violation of the Massachusetts Wage Act – Late Payment of Wages By Plaintiff and the Class**

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

26. Defendant maintains a policy to pay the Class their regular wages only on the 26<sup>th</sup> day of each month, even though Plaintiff and the Class Members did not elect to be paid monthly. *See* M.G.L. c. 149 § 148.

27. Defendant's policy of paying its salaried employees on the 26<sup>th</sup> day of each month

results in all wages earned during the first half of the month being paid approximately five days late, and denies Plaintiff 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.*

28. As a result, Defendant is liable to Plaintiff 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, Plaintiff, individually and on behalf of all others similarly situated, requests 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 as Class Representatives;
- D. Appoint the undersigned as Class Counsel;
- E. Award Plaintiff and the Class treble damages pursuant to M.G.L. c. 149 §§ 148; 150;
- F. Award Plaintiff and the Class all pre-judgment and post-judgment interest on these damages pursuant to M.G.L. c. 149 §§ 148; 150;
- G. Award a service award to Plaintiff;
- H. Award attorneys' fees and costs incurred by Plaintiff 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 its salaried Massachusetts employees on at

least a bi-weekly 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**

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

Dated: June 11, 2025

Respectfully submitted,

The Plaintiff,  
JAMIE MONKS, individually and on behalf  
of all others similarly situated,  
By his Attorneys,

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