

Docketed 06/22/2026

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

NORFOLK, ss.

Civil Docket No.: 2682CV00707

JESSICA E. PINCKNEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

THE STOP & SHOP SUPERMARKET
COMPANY LLC,

Defendant.

CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

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

2. Employers who fail to pay all final 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 employs thousands of workers in Massachusetts and fails to maintain procedures ensuring that Massachusetts employees receive their full final wages due on the date of their termination. *See* M.G.L. c. 149 § 148. Instead, Defendant pays terminated employees their final wages days after termination in violation of Massachusetts law. *Id.*

II. PARTIES

4. Defendant, The Stop & Shop Supermarket Company LLC (“Stop & Shop” or

“Defendant”) is a foreign limited liability company with principal offices located at 1385 Hancock Street, Quincy, MA 02169. Defendant’s Massachusetts resident agent is Corporation Service Company, located at 84 State Street, Boston, MA 02109. Defendant owns and operates retail establishments throughout the northeast United States, including the its location at 39 Nathan Ellis Highway, Mashpee, MA 02649.

5. Plaintiff, Jessica E. Pinckney (“Pinckney” or “Plaintiff”), is an adult resident of Mashpee, Barnstable County, Massachusetts.

III. JURISDICTION

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

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

8. On June 8, 2026, Plaintiff received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for late-paid and unpaid wage, individually and on behalf of all other similarly situated employees, against Defendant (copy of Private Right of Action Authorization attached as Exhibit “A”).

IV. FACTS

9. Defendant owns and operates hundreds of Stop & Shop locations throughout the northeast United States.

10. At all times relevant to this action, Defendant employed Plaintiff as a full-time Associate at its establishment located at 39 Nathan Ellis Highway, Mashpee, MA 02649.

11. Defendant employed Plaintiff from on or about January 19, 2023 until her involuntary termination on May 4, 2025.

12. As a result, Defendant was required to pay Plaintiff her final wages, including the value of her accrued vacation time, on May 4, 2025. *See* M.G.L. c. 149 § 148.

13. Notwithstanding its obligation to pay Plaintiff's final wages, in full, on the date of her termination, Defendants failed to do so.

14. Instead, on or about May 8, 2025, Defendant tendered payment for Plaintiff's final hours worked. This payment failed to compensate Plaintiff for any portion of her 40 hours of accrued vacation time, which, as of the date of this Complaint, remains unpaid.

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

16. Upon information and belief, Defendant implemented and maintained, and continues to implement and maintain, a common policy which fails to ensure timely payment of final wages to involuntarily separated Massachusetts workers.

17. Defendant's common policy and/or practice applies equally to Plaintiff and the Class.

18. Defendant's policy and/or practice resulted in the illegal failure to pay all wages due and owing to Plaintiff and the Class as of the date of their involuntary terminations.

V. CLASS ACTION ALLEGATIONS

19. Plaintiff brings this Action on behalf of herself and all other members of the putative class.

20. The putative class is defined as follows:

All Massachusetts employees of Defendant who were involuntarily terminated during the three years immediately preceding this lawsuit, through the date of final judgment in this matter.

21. 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.

22. 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 subject to the challenged practices and procedures discussed herein during the period of the claim.

23. 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.

24. 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 policy which fails to pay its terminated employees, in full, on the date of their discharge applies equally to Plaintiff and the putative Class.

25. 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.

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

27. 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, 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

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

29. In maintaining a policy and practice that resulted in failing to pay Plaintiff and the putative Class Members their final wages, in full, on the date of their discharge, Defendant violated the Wage Act. *See* M.G.L. c. 149 § 148.

30. As a result, Defendant is strictly liable to Plaintiff and the putative Class for three times the amount of their late-paid and unpaid final 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, on behalf of herself and all others similarly situated, requests that the Court:

31. 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;

32. Appoint Plaintiff as Class Representative;

33. Appoint the undersigned as Class Counsel;

34. Award Plaintiff and the Class treble damages pursuant to M.G.L. c. 149 §§ 148, 150;

35. Award Plaintiff and the Class all pre-judgment and post-judgment interest on these damages pursuant to M.G.L. c. 149 §§ 148, 150;

36. Award Plaintiff's counsel attorneys' fees and costs incurred in the prosecution of this action pursuant to M.G.L. c. 149 §§ 148, 150;

37. Enter an order permanently enjoining Defendant from maintaining the contested pay practice challenged herein;

38. Approve the issuance of a service award to Plaintiff; and

39. Award any other relief as the Court deems just.

VIII. JURY DEMAND

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

Dated: June 19, 2026

Respectfully submitted,

The Plaintiff,
JESSICA E. PINCKNEY, individually, and
on behalf of all others similarly situated,
By her Attorneys,

/s/ Raymond Dinsmore

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*Attorneys for Plaintiff and the
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EXHIBIT A



THE COMMONWEALTH OF MASSACHUSETTS
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June 8, 2026

Raymond Dinsmore
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RE: Jessica Pinckney
Request for Private Right of Action against Stop & Shop

Dear Jessica Pinckney:

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