

**COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

HAMPDEN, ss.

Civil Docket No.: 26CV698

RICHARD TERSAVICH, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ASPLUNDH CONSTRUCTION, LLC,

Defendant.

10/06/2026

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. An employee’s “wages” includes “any holiday or vacation payments due an employee under oral or written agreement.” *Id.*

3. Employers who fail to pay all earned wages, including earned, but unused, paid time off (“PTO”) when they are owed, are liable for three (3) times the amount of the late-paid and/or unpaid wages, plus interest, costs, and attorneys’ fees. M.G.L. c. 149 § 150. Further, employers are liable for mandatory triple damages, costs, and attorneys’ fees, even when the employer pays single damages prior to commencement of a lawsuit. *See Reuter v. City of Methuen*, 184 N.E.3d 772, 781 (Mass. 2022).

4. Here, Defendant, Asplundh Construction, LLC (“Asplundh” or “Defendant”), failed to pay Richard Tersavich and other similarly situated employees all earned wages,

including earned but unused PTO on the dates of their termination.

5. Asplundh's failure to pay Plaintiff's wages when they were due, i.e. on the date of involuntary separation, is consistent with its policy and practice regarding the payment of final wages, including earned but unused PTO to its other involuntarily terminated employees.

6. Asplundh failed to pay Plaintiff, as well as the Class Members (as defined below), the wages they were owed when it terminated them, on the day those wages were due.

7. Asplundh's failure to pay Plaintiff and the Class Members all wages it owed them in the time frame required by the Wage Act, renders them liable for three (3) times the amount of the late paid wages, plus costs, interest, and attorneys' fees. *See* M.G.L. c. 149 § 150.

II. PARTIES

8. Plaintiff, Richard Tersavich, is an adult individual residing in Westfield, Hampden County, Massachusetts.

9. Defendant, Asplundh Construction, LLC, is a foreign limited liability company organized under the laws of the State of New York and with principal offices at 680 Blair Mill Road, Horsham, Pennsylvania. Asplundh maintains operations throughout the United States including the Commonwealth of Massachusetts.

III. JURISDICTION

10. This Court has jurisdiction over this matter pursuant to M.G.L. c. 149 §§ 148, 150.

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

12. On September 28, 2026, Plaintiff received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for unpaid wages, on his own behalf, and on behalf of all other similarly situated employees (Exhibit "A").

IV. FACTS

13. Defendant employed Plaintiff as a full-time, hourly Lead Lineman from 2021 until laying him off on July 5, 2025.

14. Defendant rehired Plaintiff in November 2025 and laid him off again on April 17, 2026.

15. Defendant failed to pay Plaintiff Tersavich his final wages on the dates of those layoffs in violation of the Wage Act. *See* M.G.L. c. 149 § 148. Rather, Defendant paid Tersavich his final wages several days after they were due in both 2025 and 2026. *Id.*

16. These late payments were in keeping with Asplundh's practice of paying laid-off workers their final wages on the payroll date following their involuntary separations.

17. Asplundh's failure to pay all wages on the day they were due, owing, and required to be paid renders it liable for three times the amount of the late-paid wages, plus costs, interest, and attorneys' fees under the Massachusetts Wage Act. *See* M.G.L. c. 149 §§ 148, 150; *Reuter*, 184 N.E.3d at 781.

V. CLASS ACTION ALLEGATIONS

18. Plaintiff brings this claim on his own behalf, and on behalf of all others similarly situated (the putative "Class").

19. The Class is defined as follows:

All current and former Massachusetts employees of Defendant who separated from employment involuntarily, and were owed wages on the date(s) of separation, including any earned but unused PTO, during the three (3) years preceding this lawsuit and through the date of final judgment.

20. Class certification is appropriate under Mass. R. Civ. P. 23 because all the requirements of the Rule are met.

21. The putative Class is so numerous that joinder of all members is impracticable. Upon information and belief, dozens of workers were employed by Defendant and subjected to the policies and practices challenged herein during the period of the claim.

22. There are questions of law and fact common to Plaintiff and the putative Class Members, including whether the Defendant unlawfully failed pay Class Members their final wages in a timely fashion consistent with the Wage Act.

23. Plaintiff's claims are typical of those of the Class Members. The claims asserted by Plaintiff encompass Defendant's challenged practices and course of conduct, and furthermore, Plaintiff's claims are based on the same legal theories as the claims of the putative 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.

24. 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 class actions.

25. Common questions of law and fact predominate over questions affecting only individuals.

26. This class action is superior to other available methods for the fair and efficient adjudication of this controversy 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 Class Members.

VI. LEGAL CLAIMS

COUNT I: Violation of the Massachusetts Wage Act, M.G.L. c. 149 §§ 148, 150

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

28. Asplundh is an employer within the meaning of M.G.L. c. 149 §1.

29. Plaintiff is an employee within the meaning of M.G.L. c. 149 §1.

30. Under the Wage Act, Asplundh is strictly liable for its failure to pay all wages, including any earned but unused PTO, on each and every date of an employee's involuntary separation from employment. *See* M.G.L. c. 149 §§ 148, 150; *Reuter*, 184 N.E.3d at 781.

31. Employers who fail to pay all earned wages final wage when due are liable for three times the amount of the those wages, plus interest, costs and attorneys' fees. *Id.*

32. Defendant failed to pay Plaintiff and the Class their final wages, including the cash value of any earned, unused PTO, on the date of termination as required by the Massachusetts Wage Act. *See* M.G.L. c. 149 § 148.

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests that the Court:

1. Certify this case as a class action pursuant to M.G.L. c. 149 § 148;
2. In the alternative, certify this case as a class action pursuant to Mass. R. Civ. P. 23;
3. Appoint Plaintiff as Class Representative;
4. Appoint the undersigned as Class Counsel;
5. Award treble damages, interest, attorneys' fees, and costs pursuant to M.G.L. c. 149 §§ 148, 150;

6. Enter an order permanently enjoining Defendant from maintaining the contested pay practice;
7. Approve the issuance of a service award to Plaintiff; and
8. 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.

Dated: October 6, 2026

Respectfully submitted,

The Plaintiff,
RICHARD TERSAVICH, individually, and
on behalf of all others similarly situated,
By his Attorneys,

/s/ Raymond Dinsmore

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*Attorneys for Plaintiff and the Putative
Class Members*

EXHIBIT A



THE COMMONWEALTH OF MASSACHUSETTS
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September 28, 2026

Atty. Alexander Sneirson
1414 Main St., Ste 1345
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Via email: alexander@sneirsonlawfirm.com

RE: Richard Tersavich
Request for Private Right of Action against Asplundh Construction LLC

Dear Counsel for Richard Tersavich:

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