

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

HAMPDEN, ss.

CIVIL ACTION NO.: 2479-CV-00235

CAITLIN REED and YAHAIRA  
SANCHEZ, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

BLUE TARP REDEVELOPMENT, LLC  
d/b/a MGM SPRINGFIELD, COREY  
SANDERS, individually, and WILLIAM J.  
HORNBuckle, individually,

Defendants.

05/20/2024

**FIRST AMENDED 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 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 (less any amounts paid), plus interest, costs, and attorneys’ fees, even if they are paid prior to litigation. *See* M.G.L. c. 149 § 150; *see also Reuter v. City of Methuen*, 184 N.E.3d 772, 781 (Mass. 2022).

3. Here, Defendants, Blue Tarp Redevelopment, LLC, Corey Sanders, individually, and William J. Hornbuckle, individually (collectively “Defendants”), employ hundreds of

workers in Massachusetts, and failed to pay Plaintiffs, and all other terminated Massachusetts employees (the “Class” or “Class Members”), their full wages due on the date of their termination. Instead, Defendants paid their terminated employees their final wages days after the date of their termination in violation of Massachusetts law.

## II. PARTIES

4. Defendant, Blue Tarp Redevelopment, LLC (d/b/a MGM Springfield) (“Defendant Blue Tarp” or “Blue Tarp”), is limited liability company (LLC), formed under the laws of the Commonwealth of Massachusetts, with a principal place of business located at One MGM Way, Springfield, Hampden County, MA 01103. Defendant Blue Tarp’s Massachusetts Resident Agent is Corporation Service Company-MA, located at 84 State Street, Boston, Suffolk County, MA 02109.

5. Defendant, Corey Sanders (“Defendant Sanders”), individually, is a Manager of Blue Tarp. He is an adult resident of Nevada. At all times relevant he was an employer of Plaintiffs and Class Members as that term is defined under Massachusetts law. *See* M.G.L. c. 149 §§ 1, 148.

6. Defendant, William J. Hornbuckle (“Defendant Hornbuckle”), individually, is a Manager of Blue Tarp. He is an adult resident of Nevada. At all times relevant he was an employer of Plaintiffs and Class Members as that term is defined under Massachusetts law. *See* M.G.L. c. 149 §§ 1, 148.

7. Plaintiff, Caitlin Reed (“Plaintiff Reed”), is an adult resident of Hampden County, Massachusetts.

8. Plaintiff, Yahaira Sanchez (“Plaintiff Sanchez”), is an adult resident of Hampden County, Massachusetts.

### III. JURISDICTION

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

10. On April 17, 2024, Plaintiff Reed received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for unpaid wages, on behalf of herself, and on behalf of all other similarly situated employees, against Defendants (copy of Private Right of Action Authorization attached as Exhibit “A”).

11. On April 3, 2024, Plaintiff Sanchez received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue claims for unpaid wages, on behalf of herself, and on behalf of all other similarly situated employees, against Defendants (copy of Private Right of Action Authorization attached as Exhibit “B”).

### IV. FACTS

12. Defendants are a hotel and casino complex located in Springfield, Massachusetts.

13. Defendants employ approximately 1,488 workers in Massachusetts.

14. At all times relevant to this action, Plaintiffs Reed and Sanchez (collectively, “Named Plaintiffs” or “Plaintiffs”) were employed by Defendants as Cocktail Servers, and worked out of Defendants’ location at One MGM Way, Springfield, Hampden County, MA 01103.

15. As Cocktail Servers, Defendants paid Plaintiffs at a rate of Seven Dollars and Ten Cents (\$7.10) per hour, plus tips.

16. Defendants employed Plaintiff Reed for approximately 5.5 years, until the date of her involuntary termination (on or about November 22, 2023).

17. As a result, Defendants were required to pay Plaintiff Reed her final wages, in full, on the date of her termination (on or about November 22, 2023). *See* M.G.L. c. 149 § 148.

18. Notwithstanding their obligation under the Wage Act, Defendants failed to remit Plaintiff Reed's final wages on the date of her termination (on or about November 22, 2023).

19. Defendants failed to remit Plaintiff Reed's final wages until on or about November 24, 2023 – approximately two days after her termination – in violation of the Wage Act. *Id.*

20. Defendants employed Plaintiff Sanchez for approximately 5.5 years, until the date of her involuntary termination (on or about February 8, 2024).

21. As a result, Defendants were required to pay Plaintiff Sanchez her final wages, in full, on the date of her termination (on or about February 8, 2024). *Id.*

22. Notwithstanding their obligation under the Wage Act, Defendants failed to remit Plaintiff Sanchez's final wages on the date of her termination (on or about February 8, 2024).

23. Defendants failed to remit Plaintiff Sanchez's full final wages until on or about February 12, 2024 – approximately four days after her termination – in violation of the Wage Act. *Id.*

24. Defendants' failure to pay Plaintiffs their final wages, in full, on the date of their involuntary terminations, renders Defendants strictly liable for three times the amount of unpaid wages (less any amounts already paid), plus interest, costs, and attorneys' fees under the Wage Act. *See* M.G.L. c. 149 § 150.

25. Upon information and belief, Defendants implemented and maintained, and continue to implement and maintain, a common policy and/or practice of failing to pay

Massachusetts employees whom they involuntarily terminate their final wages, in full, on the date of their terminations.

26. Defendants' common policy and/or practice applies to Plaintiffs and the Class.

27. Defendants' policy and/or practice resulted in the illegal failure to pay all wages due and owing to Plaintiffs and the Class as of the date of their involuntary terminations.

#### **V. CLASS ACTION ALLEGATIONS**

28. Defendants failed to pay Plaintiffs and the Class their final wages, in full, on the date of their involuntary terminations as required by M.G.L c. 149 § 148.

29. Plaintiffs bring this Action on behalf of themselves and all other Members of the Massachusetts Class.

30. The Massachusetts Class is defined as follows:

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

31. 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.

32. The Class is so numerous that joinder of all Members is impracticable. Upon information and belief, there are hundreds of workers who were employed by Defendants and subjected to the policies and practices challenged herein during the period of the claim.

33. There are questions of law and fact common to the Class, including whether Defendants failed to compensate Plaintiffs and the Class Members for their final wages, in full, on the date of their involuntarily terminations.

34. The claims of Plaintiffs are typical of those of the Class Members. The claims of Plaintiffs encompass Defendants' challenged course of conduct. Furthermore, the claims of Plaintiffs 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 Defendants' conduct applies equally to Plaintiffs and to the Class.

35. Plaintiffs will fairly and adequately protect the interests of the Class. The claims of Plaintiffs are not antagonistic to those of the putative Class, and Plaintiffs have hired counsel skilled in the prosecution of class actions.

36. 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 Plaintiffs and the Class Members.

37. Based upon the foregoing, Defendants violated the Wage Act by failing to pay Plaintiffs and the Class Members for all wages, in full, on the date of their involuntary terminations.

## **VI. LEGAL CLAIMS**

### **COUNT I: Violation of the Massachusetts Wage Act** **v. All Defendants**

38. Plaintiffs reallege and incorporate herein the allegations contained in each and every other paragraph of this Complaint.

39. Defendants are liable to Plaintiffs and the Class for three times the amount of the unpaid wages (less any amounts already paid), plus interest, costs, and attorneys' fees. *See* M.G.L. c. 149 § 150.

#### **VII. DEMAND FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, request 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 Named Plaintiffs as Class Representatives;
- D. Appoint the undersigned as Class Counsel;
- E. Award Named Plaintiffs and the Class treble damages (less any amounts paid) pursuant to M.G.L. c. 149 §§ 148; 150;
- F. Award Named Plaintiffs and the Class all pre-judgment and post-judgment interest on these damages pursuant to M.G.L. c. 149 §§ 148; 150;
- G. Award attorneys' fees and costs incurred by Plaintiffs in filing this Action pursuant to M.G.L. c. 149 §§ 148; 150;
- H. Award service awards to each of the Named Plaintiffs; and
- I. Award such other relief as the Court deems just.

#### **VIII. JURY DEMAND**

Plaintiffs, on behalf of themselves and all others similarly situated, demand a trial by jury as to the allegations contained in this Complaint.

Dated: May 20, 2024

Respectfully submitted,

The Plaintiffs,  
CAITLIN REED and YAHAIRA  
SANCHEZ, on behalf of themselves and all  
others similarly situated,

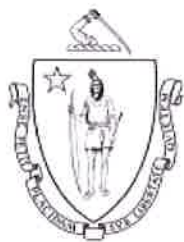
By their Attorneys,

/s/ Raymond Dinsmore  
Raymond Dinsmore, Esq. (BBO # 667340)  
Richard E. Hayber, Esq. (BBO # 569131)  
Ryan B. Guers, Esq. (BBO # 713870)  
Hayber, McKenna & Dinsmore, LLC  
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Springfield, MA 01144  
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rhayber@hayberlawfirm.com  
rguers@hayberlawfirm.com

*Attorneys for Plaintiffs and the Putative  
Class Members*



# EXHIBIT A



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

(617) 727-2200  
(617) 727-4765 TTY  
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April 17, 2024

Raymond Dinsmore, Esq.  
Hayber, McKenna & Dinsmore, LLC  
One Monarch Place, Suite 1340  
Springfield, MA 01144

RE: Caitlin Reed  
Request for Private Right of Action against Blue Tarp Re-Development, LLC d/b/a  
MGM Springfield

Dear Attorney Dinsmore:

Thank you for contacting the Office of the Attorney General's Fair Labor Division.

Massachusetts General Laws Chapter 149, § 150, and Chapter 151, §§ 1B and 20 establish a private right of action for employees who believe they are victims of certain violations of the state wage laws.

This letter is to inform you that we are authorizing you to pursue this matter through a private civil lawsuit. If you elect to sue in civil court, you may bring an action on your own or your clients' behalf, and on behalf of other similarly situated workers.

This office will not pursue an investigation or enforcement at this time.

Sincerely,

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

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

تحتوي هذه الوثيقة على معلومات هامة.  
يرجى ترجمتها فوراً.

Docikman sa gen enfòmasyon enpòtan.  
Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。  
請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng.  
Vui lòng dịch tài liệu này ngay.

ខេត្តស្វាយរៀង ជំនុំជម្រះសាលាដំបូង  
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សាលាដំបូង។

ឯកសារនេះមានន័យសំខាន់ ។

សូមបញ្ជូនប្រែជាភាសាខ្មែរ ។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.

# EXHIBIT B



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
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ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

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April 3, 2024

Raymond Dinsmore, Esq.  
Hayber, McKenna & Dinsmore, LLC  
One Monarch Place, Suite 1340  
Springfield, MA 01144

RE: Yahaira Sanchez  
Request for Private Right of Action against Blue Tarp Re-Development, LLC d/b/a  
MGM Springfield

Dear Attorney Dinsmore:

Thank you for contacting the Office of the Attorney General's Fair Labor Division.

Massachusetts General Laws Chapter 149, § 150, and Chapter 151, §§ 1B and 20 establish a private right of action for employees who believe they are victims of certain violations of the state wage laws.

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<p>This document contains important information. Please have it translated immediately.</p> <p>В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.</p> <p>Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.</p> <p>تحتوي هذه الوثيقة على معلومات هامة. يرجى ترجمتها فوراً.</p> <p>Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.</p>	<p>Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.</p> <p>Este documento contém informações importantes. Por favor, traduza-lo imediatamente.</p> <p>此文件含有重要信息。請立即找人翻譯。</p> <p>본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.</p> <p>Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.</p>	<p>ខេត្តសារសេដ្ឋប័ណ្ណ ប័ណ្ណខ្ពស់បំផុតសំខាន់។ រាងកាយខេត្តសារសេដ្ឋប័ណ្ណ ប័ណ្ណខ្ពស់បំផុតសំខាន់។</p> <p>ឯកសារនេះមានន័យសំខាន់ ។ សូមបញ្ជូនឯកសារនេះ ។</p> <p>Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.</p>
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