

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

26CV2826

**JEAN GALLIGAN PALLONE, MARCY
SAWIN, and NANCY CARBUTT,**

Plaintiffs,

v.

**TOWN OF SUDBURY – SUDBURY
PUBLIC SCHOOLS AND DONALD
SAWYER,**

Defendants.

COMPLAINT AND JURY DEMAND

RECEIVED

10/21/26

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PLAINTIFFS' COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. Plaintiffs Jean Galligan Pallone, Marcy Sawin, and Nancy Carbutt (collectively “Plaintiffs”) are long-serving clerical employees of the Sudbury Public Schools (“Sudbury”). For years, Sudbury has routinely paid its employees their wages late. During the applicable statutory period, including from in or about October 2023, Defendants made late wage payments to Plaintiffs by paying their earned wages up to eleven (11) days after the end of each pay period, in violation of the six (6) day deadline mandated by the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150 (the “Wage Act”). Plaintiffs bring this action against the Town of Sudbury – Sudbury Public Schools and against Defendant Donald Sawyer, individually, to recover mandatory treble damages, attorneys’ fees, costs, and interest.

II. PARTIES

2. Plaintiffs Marcy Sawin (“Ms. Sawin”) and Nancy Carbutt (“Ms. Carbutt”) are natural persons residing in Sudbury, Massachusetts. Plaintiff Jean Galligan Pallone (“Ms. Pallone”) is a natural person residing in Boulder, Colorado.
3. Defendant Town of Sudbury – Sudbury Public Schools (“Sudbury”) is a town located in Middlesex County, Massachusetts, with an office and business address of 278 Old Sudbury Road, Sudbury, Massachusetts 01776. The Sudbury Schools uses a business address of 40 Fairbank Road, Sudbury, Massachusetts 01776. Sudbury, through the Sudbury School Committee, operates the Sudbury Public Schools, including Ephraim Curtis Middle School and Josiah Haynes Elementary School.
4. At all relevant times, Sudbury employed Plaintiffs and was an “employer” within the meaning of M.G.L. c. 149, § 148.
5. Defendant Donald Sawyer (“Mr. Sawyer”) is a natural person who, upon information and belief, resides in Rhode Island. At all relevant times, Mr. Sawyer served as the Director of Business and Human Resources of the Sudbury Public Schools.
6. As Director of Business and Human Resources, Mr. Sawyer’s duties included paying wages based on applicable wage rates; approving, auditing, or verifying payrolls; and performing other official and managerial acts relative to the payment of wages to employees of the Sudbury Public Schools, including Plaintiffs.
7. Mr. Sawyer is deemed to be an employer of Plaintiffs within the meaning of M.G.L. c. 149, § 148.

III. JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to M.G.L. c. 212, § 3 and M.G.L. c. 149, § 150.
9. Venue is proper in Middlesex County pursuant to M.G.L. c. 223, § 1, because Defendant Sudbury is located in Middlesex County and the events giving rise to this action occurred there.

IV. FACTS

10. Sudbury consistently paid its clerical staff members late throughout the applicable statutory period, which began in or about October 2023.
11. Sudbury routinely paid Plaintiffs their wages late, as much as eleven (11) days after each pay period ended, well beyond the six (6) day period mandated by law.
12. In addition, Sudbury required members of its clerical staff, including Plaintiffs, to start work ten (10) days before the schools' teachers began working for the new school year each August.
13. Sudbury paid Plaintiffs' wages for those ten days late, on the first regular paycheck of the school year. Sudbury then continued to pay Plaintiffs late on every subsequent paycheck throughout the school year.

A. JEAN GALLIGAN PALLONE

14. Ms. Pallone worked as the Middle School Student Services Administrative Assistant for Sudbury for twenty-four (24) years, beginning in 2001.
15. Ms. Pallone retired from her service with Sudbury on August 29, 2025.

16. From October 2023 through August 29, 2025, Sudbury consistently paid Ms. Pallone her earned wages late, as much as eleven (11) days after each pay period ended, well beyond the six (6) day period mandated by the Wage Act.
17. As a member of the clerical staff, Ms. Pallone was required to start work ten (10) days before the school's teachers returned from summer vacation each August.
18. Sudbury chose not to set up a payroll for those ten days.
19. In each of August 2023, August 2024, and August 2025, Sudbury paid Ms. Pallone late for those ten (10) days, withholding her earned wages until the first regular paycheck of the school year. Sudbury then continued to pay Ms. Pallone late for every subsequent pay period of each academic year.
20. Ms. Pallone never waived any of her rights or protections under the Wage Act.

B. MARCY SAWIN

21. Ms. Sawin is a long-tenured employee of the Sudbury Public Schools and she works as an Administrative Assistant at Josiah Haynes Elementary School.
22. During the applicable statutory period, from October 2023 through in or about September 2026, Sudbury paid Ms. Sawin her earned wages late.
23. Sudbury routinely paid her late, as much as eleven (11) days after the end of a pay period, well beyond the six (6)-day period mandated by the Wage Act.
24. As a member of the clerical staff, Ms. Sawin was required to start work ten (10) days before the school's teachers returned from summer break each August.
25. In each of August 2023, August 2024, August 2025, August 2026, Sudbury paid Ms. Sawin late for those ten (10) days, withholding her earned wages until the first regular

paycheck of the school year. Sudbury then continued to pay Ms. Sawin late for every subsequent pay period for each academic year.

26. Ms. Sawin never waived any of her rights or protections under the Wage Act.

C. NANCY CARBUTT

27. Ms. Carbutt is a long-tenured employee of the Sudbury Public Schools. She works as the Administrative Assistant to the Principal of Josiah Haynes Elementary School.

28. During the applicable statutory period, from October 2023 through in or about September 2026, Sudbury consistently paid Ms. Carbutt her earned wages late, as much as eleven (11) days after each pay period ended, well beyond the six (6) day period mandated by the Wage Act.

29. As a member of the clerical staff, Ms. Carbutt was required to start work ten (10) days before the school's teachers returned from summer break each August.

30. In each of August 2023, August 2024, August 2025, August 2026, Sudbury paid Ms. Carbutt late for those ten (10) days, withholding the wages until the first regular paycheck of the school year. Sudbury then continued to pay Ms. Carbutt late for every subsequent pay period for each academic year.

31. Ms. Carbutt never waived any of her rights or protections under the Wage Act.

D. COLLECTIVE ALLEGATIONS

32. Upon information and belief, Donald Sawyer, within the relevant time period, had a duty and authority to pay money, approve, audit or verify payrolls, or perform other official and managerial acts relative to payment of wages to the Plaintiffs at Sudbury.

39. Sudbury's late payment of Plaintiffs' wages continued throughout the period from October 2023 through in or about September 2026.

40. In or about May 2025, Ms. Pallone discussed the late payment issue with the School Committee, Mr. Sawyer, and other representatives of the school district.
41. Sudbury disregarded her concerns and continued to pay all clerical staff, including Plaintiffs, late until in or about September 2026.
41. The Plaintiffs also made a pre-litigation demand upon Sudbury to remit payment as required by law in May 2026, but no offer to remedy the violations of law was made.
42. On October 15, 2026, Ms. Pallone, Ms. Sawin, and Ms. Carbutt each filed a complaint with the Office of the Massachusetts Attorney General regarding the late pay violations alleged herein, pursuant to M.G.L. c. 149, § 150.
43. Plaintiffs have satisfied all administrative prerequisites to bringing this action.

V. CAUSES OF ACTION

– COUNT I –

VIOLATION OF M.G.L. c. 149, §§ 148 and 150 (All Plaintiffs v. All Defendants)

44. Plaintiffs hereby restate and incorporate each paragraph of this Complaint as if fully stated herein.
45. At all relevant times, Sudbury and the individual Defendants were an “employer” within the meaning of M.G.L. c. 149, § 148.
46. At all relevant times, Plaintiffs, Ms. Pallone, Ms. Sawin, and Ms. Carbutt were each employee of Sudbury within the meaning of M.G.L. c. 149, § 148.
47. The compensation Plaintiffs earned, including their pay for the ten (10) days of work before each school year, constitutes “wages” within the meaning of M.G.L. c. 149, § 148.
48. M.G.L. c. 149, § 148 required Sudbury to pay Plaintiffs their earned wages within six (6) days of the end of each pay period during which the wages were earned.

49. Sudbury violated M.G.L. c. 149, § 148 by repeatedly failing to pay Plaintiffs their earned wages within that period, including by routinely paying them as much as eleven (11) days after the end of each pay period.
50. Sudbury further violated M.G.L. c. 149, § 148 by paying Plaintiffs' wages for the ten (10) days of work before each school year late, on the first regular paycheck of the school year.
51. No Plaintiff waived any of the protections of the Wage Act.
52. Pursuant to M.G.L. c. 149, § 150 treble damages are mandatory for the late payment of wages.
53. As a direct and proximate result of Sudbury's violations, Plaintiffs have suffered damages and are entitled to mandatory treble damages, interest, litigation costs, and reasonable attorneys' fees.
53. Pursuant to M.G.L. c. 149, § 148, every public officer whose duty it is to pay money, approve, audit or verify payrolls, or perform any other official act relative to the payment of any public employees is deemed to be an employer of such employees and is responsible for any failure to perform his official duty relative to the payment of their wages.
54. As Director of Business and Human Resources of the Sudbury Public Schools at all relevant times, Mr. Sawyer was a public officer whose duty was to pay wages; approve, audit, or verify payrolls; and perform other official and managerial acts relative to the payment of Plaintiffs' wages.

55. Mr. Sawyer is therefore deemed to be an employer of Plaintiffs and is individually liable, jointly and severally with Sudbury, for the late payment of Plaintiffs' wages in violation of M.G.L. c. 149, § 148.

56. As a direct and proximate result of Mr. Sawyer's violations, Plaintiffs have suffered damages and are entitled to mandatory treble damages, interest, litigation costs, and reasonable attorneys' fees pursuant to M.G.L. c. 149, § 150.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Jean Galligan Pallone, Marcy Sawin, and Nancy Carbutt respectfully request that this Court enter the following relief:

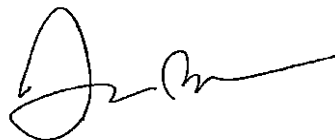
- a. Judgment in favor of Plaintiffs on all counts against all Defendants, jointly and severally;
- b. Mandatory statutory treble damages pursuant to M.G.L. c. 149, § 150;
- c. Reasonable attorneys' fees and costs pursuant to M.G.L. c. 149, § 150;
- d. Prejudgment and post-judgment interest; and
- e. Such further relief as this Court deems fair and just.

VII. DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a TRIAL BY JURY on each claim and issue so triable.

Respectfully submitted,

JEAN GALLIGAN PALLONE, MARCY
SAWIN, and NANCY CARBUTT,
By their attorneys,



DATE: October 21, 2026

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