

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, S.S.

SUPERIOR COURT
CIVIL ACTION NO.: 2381CV02825

JASON KUPPERSCHMIDT (in his individual
capacity and on behalf of all others similarly
situated)

Plaintiff,

v.

HYPERION CATALYSIS
INTERNATIONAL, INC.,

SAMUEL WOHLSTADTER (in his individual
capacity as President of Hyperion Catalysis
International, Inc.),

NADINE WOHLSTADTER (in her individual
capacity as Director and acting President of
Hyperion Catalysis International, Inc.)

&

GEORGE MIGAUSKY (in his individual
capacity as Treasurer of Hyperion Catalysis
International, Inc.)

Defendants.

RECEIVED
10/6/2023

CLASS ACTION COMPLAINT & JURY DEMAND

This Complaint seeks the recovery of Plaintiff Jason Kopperschmidt and the Class’s unpaid wages resulting from the Defendants’ failure to pay wages to its employees – both salary payments and accrued vacation time at the conclusion of employment.

INTRODUCTION

Jason Kopperschmidt (“Plaintiff”) is a resident of Massachusetts. Plaintiff is a former

employee of Hyperion Catalysis International, Inc. (“Hyperion” or “Hyperion Catalysis”), a Foreign Corporation with a principal place of business in Massachusetts. Plaintiff seeks damages for unpaid wages on behalf of himself and all other similarly situated. At all times relevant, Plaintiff and members of the Class were employees of Hyperion Catalysis, Hyperion’s President Samuel Wohlstadter, Hyperion’s co/acting President and Director Nadine Wohlstadter, and Hyperion’s Treasurer George Migausky. Plaintiff and members of the Class were not paid their salary for several weeks in July of 2023 and, upon layoff, were also not paid their accrued vacation pay. Defendants also failed to pay employee health insurance premiums which they were contractually obligated to pay on behalf of the Plaintiff and each member of the Class.

PARTIES

1. Jason Kopperschmidt is a resident of Massachusetts, domiciled at 6 Mayfield Street, Maynard, County of Middlesex, Commonwealth of Massachusetts.
2. Hyperion Catalysis International, Inc. is a Foreign Corporation, organized under the laws of California, with a principal office located at 38 Smith Place, Cambridge, County of Middlesex, Commonwealth of Massachusetts. Its registered agent is Donald Shea, 38 Smith Place, Cambridge, County of Middlesex, Commonwealth of Massachusetts.
3. Samuel Wohlstadter is the President of Hyperion Catalysis International, Inc. Mr. Wohlstadter’s domicile is presently unknown to the Plaintiff. His work address is 38 Smith Place, Cambridge, County of Middlesex, Commonwealth of Massachusetts.
4. Nadine Wohlstadter is a corporate Director of Hyperion Catalysis International, Inc. who was also serving as co/acting President of the corporation at all times relevant. Her domicile is presently unknown to the Plaintiff. Her work address is 38 Smith Place, Cambridge, County of Middlesex, Commonwealth of Massachusetts.

5. George Migausky is the Treasurer of Catalysis International, Inc. Mr. Migausky's domicile is presently unknown to the Plaintiff. His work address is 38 Smith Place, Cambridge, County of Middlesex, Commonwealth of Massachusetts.

FACTS COMMON TO ALL COUNTS

6. Hyperion is a nanotube technology company with offices in Cambridge, Massachusetts.

7. Plaintiff and each member of the Class were employees working at Hyperion's offices in Cambridge in July of 2023 and before.

8. On or around July 10, 2023, Plaintiff and all of his coworkers were unable to enter Hyperion's offices due to a dispute between Hyperion and its landlord.

9. Between July 10, 2023, and July 26, 2023, Hyperion did not advise the Plaintiff or any of its employee members of the Class that they were laid off, should file for unemployment benefits, or that they should seek new employment.

10. Instead, Hyperion retained each of its employees for three additional weeks - until July 26, 2023.

11. On July 26, 2023, Hyperion advised the Plaintiff and all of its employees in Cambridge that they were allegedly "retroactively" laid off dating back to July 7, 2023, and should seek new work or file for unemployment benefits.

12. Despite not laying off or terminating the Plaintiff or any of its employees on July 7, 2023, Hyperion did not issue employee paychecks for any of its employees in Cambridge between July 10, 2023, and July 26, 2023.

13. Additionally, at the time Hyperion laid off the Plaintiff and each employee member of the Class, it failed to issue each a final paycheck that included each employee's

accrued vacation time.

14. Between June 1, 2023, and July 26, 2023, Hyperion also failed to make contractually obligated health insurance premium payments on behalf of the Plaintiff and each member of the Class.

CLASS ACTION ALLEGATIONS

15. Pursuant to Mass. Civ. P. Rule 23 and M.G. L. c. 149, § 148, Plaintiff brings this action on behalf of himself and a Class of similarly situated employees of Hyperion. The Class Plaintiff seeks to represent is similarly situated because they all were employed at Hyperion on July 7, 2023, were not paid wages between July 7, 2023, and July 26, 2023, were not paid their accrued vacation time at the time they were laid off, and Hyperion failed to pay their contractually obligated health insurance premiums from June 1, 2023, through July 26, 2023.

16. The Proposed Class is defined as Follows:

All individuals who: (1) were employed by Hyperion on July 7, 2023; (2) were not paid their wages between July 10, 2023, and July 26, 2023; (3) were not paid their accrued vacation time at the time of layoff; and (4) did not receive health insurance premium payments made on their behalf beginning on June 1, 2023.

17. Membership of the Class is so numerous that joinder of all members is impracticable. Hyperion's Cambridge location alone employed more than twelve people. The Class is, however, readily identifiable from information and records in the possession, custody, or control of Defendants.

18. Plaintiff's claims are typical of the Class. Defendants engaged in a uniform course of conduct wherein Defendants did not pay their employees between July 10, 2023, and July 26, 2023, and did not pay accrued vacation time at the time of layoff. Defendants also failed to make contractually obligated health insurance premium payments for all of its

employees beginning on June 1, 2023. Defendants committed these violations of Massachusetts law uniformly to the Plaintiff and to each member of the Class. Accordingly, Plaintiff and the Class were all harmed by Defendants' unlawful conduct in exactly the same manner.

19. Plaintiff's claims and those of the Class involve common questions of law and fact, including: 1) whether Defendants failed to pay its employees between July 10, 2023, and July 26, 2023; (2) whether Defendants failed to pay their employees accrued vacation time at the time of layoff; (3) whether Defendants failed to make contractually obligated health insurance premium payments; (4) whether or not these failures constitute violations of Massachusetts law; and; (5) whether Plaintiff and the Class are entitled to damages and/or restitution.

20. These common questions predominate over any questions affecting only individual Class members.

21. Plaintiff will fairly and adequately protect the interests of the Class because he has no interests antagonistic to, or in conflict with, the Class. Furthermore, Plaintiff has retained counsel, has filed a complaint with the Massachusetts Attorney General's Office, and himself complained about these alleged violations of Massachusetts law.

22. Class action treatment is a superior method for the fair and efficient adjudication of this controversy, in that, among other things, such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgements that numerous individual actions would create.

23. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

COUNTS

COUNT I – UNPAID WAGES
(Plaintiff and the Class vs. All Defendants)

24. Plaintiff and the Class restate and reallege the statements in Paragraphs 1-23 as if fully set forth herein.

25. As set forth herein, Plaintiff and each Class member were not paid their wages between July 10, 2023, and July 27, 2023.

26. As set forth herein, Plaintiff and each member of the Class were not paid their accrued vacation time at the time Defendants laid them off or thereafter.

27. Defendants' failure to pay wages between July 10, 2023, and July 26, 2023, and their failure to pay accrued vacation time at the time of layoff are violations of the Massachusetts Wage Act as set forth at G. L. c. 149, § 148.

28. As set forth herein, Plaintiff and each class member are owed their unpaid wages between July 10, 2023, and July 27, 2023, as well as their accrued vacation time at the time of layoff. Pursuant to the Massachusetts Wage Act, these amounts are subject to mandatory trebling, interest, and attorney's fees.

29. As set forth herein, Plaintiff filed a Non-Payment of Wage and Workplace Complaint Form with the Massachusetts Attorney General's Office concerning his unpaid wages and received correspondence from the Attorney General's office granting him permission to pursue a private right of action against the Defendants.

30. Accordingly, Plaintiff bring suit for damages and unpaid wages, including mandatory treble damages, interest, attorney's fees, and costs, on behalf of himself and the Class.

COUNT II – BREACH OF CONTRACT
(Plaintiff and the Class vs. All Defendants)

31. Plaintiff and the Class repeat and reallege paragraphs 1-30 as if fully set forth herein.

32. Defendants entered into an employment relationship with the Plaintiff and each Class member.

33. Even at will, the employment relationship in Massachusetts is contractual in nature.

34. Defendants breached that contractual relationship when they failed to make promised health insurance premium payments on behalf of the Plaintiff and the Class during their employment and otherwise breached the covenant of good faith and fair dealing.

35. Defendants' breach of contract and good faith and fair dealing caused great harm to the Plaintiff and each Class member.

JURY DEMAND

Plaintiff and the Class demand trial by jury on all claims so triable to fullest extent allowed by law.

PRAYER FOR RELIEF

WHEREFORE,

Plaintiff and the Class requests that this honorable court:

1. Certify this case as a class action, designate Plaintiff as Class Representative, and designate the undersigned attorney as Class Counsel;
2. Award damages incurred for all unpaid wages and other benefits;
3. Award treble damages pursuant to G. L. c. 149, §148;

4. Award compensatory damages in the greatest amount supported by the law, including contract damages, consequential damages, and other multiple damages as may be appropriate;
5. Award special, punitive or exemplary damages to the fullest extent allowed by law;
6. Award interest, costs, and attorney's fees, statutory or otherwise; and
7. Such additional relief as is fair and just.

Respectfully Submitted,

PLAINTIFF,

Jason Kopperschmidt, in his individual capacity and on behalf of all others similarly situated

By his attorneys:

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Dated: October 6, 2023

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [‘Retroactive’ Layoffs Trigger Class Action Against Nanotube Tech Company Hyperion Catalysis](#)
