

Commonwealth of Massachusetts

Superior Court

Suffolk County  
Civil Action No.:

23-1128 ✓

Madison Payseur, on behalf of herself and all others similarly situated,	Plaintiff,
v.	
Wayfair LLC	Defendant.

Class Action Complaint and Jury Demand

This case concerns the requirement that employers pay employees for all hours worked and that they pay their employees their final wages according to the timelines set forth in Massachusetts law. Ms. Payseur alleges, on behalf of herself and others similarly situated, that Wayfair maintained uniform policies that violated both of these requirements. Thus, she brings this action on a class basis on behalf of herself and all others similarly situated.

The Parties

1. Ms. Payseur is a Massachusetts resident who worked for Defendant Wayfair LLC from May 4, 2020 until February 28, 2023 as a customer service representative.

2. Defendant Wayfair (“Wayfair”) is a foreign corporation registered to do business in Massachusetts as of March 17, 2008.

Factual Allegations

- 3. Wayfair employed Ms. Payseur as a customer service representative (“CSR”).
- 4. During her employment tenure, Ms. Payseur worked remotely due to the COVID-19 pandemic.

5. Hourly employees, like Ms. Payseur, were required to be logged into various computer programs to perform their jobs, including Workday, Slack, email, and various other work-related computer programs.

6. In order to comply with this requirement, Ms. Payseur had to begin the booting-up, loading, and logging-in process approximately 10 minutes prior to the beginning of her scheduled shift.

7. For example, on days when Ms. Payseur's shift started at 8:30, she would begin the booting-up, loading, and logging-in process at 8:20.

8. That process generally followed the same sequence: start computer, enter username and password to unlock desktop, go through OCTA activation process on phone, open Workday, put username and password into Workday, clock in, open up WFM.

9. The process from starting the computer to clocking in took 5-10 minutes.

10. That time constitutes hours worked under Massachusetts law.

11. Wayfair did not compensate its hourly employees, including Ms. Payseur, for this time.

12. Wayfair maintained a policy of disciplining hourly employees, including Ms. Payseur, that were not logged into WFM by the start of their scheduled shift.

13. In order to avoid discipline under that policy, hourly employees, including Ms. Payseur, needed to start the booting-up, loading, and logging-in process approximately 10 minutes prior to the beginning of their scheduled shift.

14. Wayfair terminated Ms. Payseur's employment on February 28, 2023.

15. Wayfair maintained a policy relative to paying employees' final wages that did not comply with the time requirements set forth in M.G.L. ch. 149 §148.

16. According to policy, Wayfair failed to pay Ms. Payseur her final wages at the time required by M.G.L. ch. 149 §148.

17. Plaintiff has filed a wage complaint with the Attorney General's Office and has received authorization to pursue this matter through a civil lawsuit.

#### Rule 23 Class Allegations

18. Plaintiff brings this action pursuant to Mass. R. Civ. P. 23 individually and on behalf of all two classes of Wayfair employees.

19. Class 1 is comprised of former Wayfair employees whose employment ended during the period of three years prior to filing this suit and the present and who were not paid their final wages as required by M.G.L. ch. 149 §148. Ms. Payseur reserves the right to modify this definition.

20. Class 2 is comprised of all hourly employees, including customer service representatives, who have worked for Wayfair during the period of three years prior to the filing of this complaint to the present. Ms. Payseur reserves the right to modify this definition.

21. The members of Class 1 and Class 2 are so numerous that joinder of all of their members in this case would be impractical. Plaintiff reasonably estimates there are several hundred potential class members, who should be easy to identify from Wayfair's computer systems and electronic payroll and personnel records.

22. There is a well-defined community of interest among the members of Class 1 and Class 2 and common questions of law and fact predominate in this action over any questions affecting individual members of the Classes. These common legal and factual questions include, but are not limited to, whether Wayfair complied with Massachusetts law relative to the payment of final wages; whether Wayfair paid the Class 2 members for all hours worked, including the booting-up, loading, and logging-in process; whether Wayfair paid the Class 2 members for all overtime hours at

the correct overtime rate; and whether Wayfair complied with Massachusetts law relative to the accuracy and maintenance of employment records.

23. Plaintiff's claims are typical of those of the Class 1 and Class 2 members in that she and all other members suffered damages as a direct and proximate result of Wayfair's common and systemic payroll policies and practices.

24. Plaintiff's claims arise from the same policies, practices, promises and course of conduct as the claims of the other members of Class 1 and Class 2, and her legal theories are based on the same legal theories as those members.

25. Plaintiff will fully and adequately protect the interests of the members of Class 1 and Class 2 and has retained counsel who is qualified and experienced in the prosecution of wage-and-hour class actions.

26. Neither Plaintiff nor her counsel have interests that are contrary to, or conflicting with, the interests of the members of Class 1 or Class 2.

27. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because, *inter alia*, it is economically infeasible for the members of Class 1 and Class 2 to prosecute individual actions on their own.

28. Prosecution of this case as a Rule 23 class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the state.

29. This case will be manageable as a Rule 23 class action. Plaintiff and her counsel know of no unusual difficulties in this case, and Wayfair has advanced networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.

30. Because Wayfair acted and refused to act on grounds that apply generally to the members of the Class 1 and Class 2, declaratory relief is appropriate in this case with respect to all members of those Classes as a whole.

Count 1 – M.G.L. c. 149 §148 – Failure to Pay Wages  
(Plaintiff and Class 1 Members v. Defendant)

31. Plaintiff re-alleges and incorporates all previous paragraphs.

32. Wayfair was an “employer,” as that term is used in the Massachusetts Wage Act, of Plaintiff and the members of Class 1.

33. Plaintiff and the members of Class 1 were engaged in an “occupation” as that term is used in the Massachusetts Wage Act.

34. Wayfair failed to pay Plaintiff and the members of Class 1 their final wages at the time required by the Massachusetts Wage Act in violation of the Massachusetts Wage Act.

35. Due to Wayfair’s violation of the Massachusetts Wage Act, Plaintiff and the members of Class 1 have incurred harm and loss and are entitled to recover from Wayfair unpaid wages mandatorily trebled, attorneys’ fees, costs of the action, and pre- and post-judgment interest.

Count 2 – M.G.L. c. 149 §148 – Failure to Pay Wages  
(Plaintiff and Class 2 Members v. Defendant)

36. Plaintiff re-alleges and incorporates all previous paragraphs.

37. Wayfair was an “employer,” as that term is used in the Massachusetts Wage Act, of Plaintiff and the members of Class 2.

38. Plaintiff and the members of Class 2 were engaged in an “occupation” as that term is used in the Massachusetts Wage Act.

39. Wayfair failed to pay Plaintiff and the members of Class 2 for all hours worked, including for time spent on the booting-up, loading, and logging-in process, at base hourly rate (for

hours worked under forty in a workweek) and at their overtime rate (for hours worked over forty in a workweek).

40. Due to Wayfair's violation of the Massachusetts Wage Act, Plaintiff and the members of Class 2 have incurred harm and loss and are entitled to recover from Wayfair unpaid wages mandatorily trebled, attorneys' fees, costs of the action, and pre- and post-judgment interest.

Count 3 – M.G.L. c. 151 §1A – Failure to Pay Overtime  
(Plaintiff and Class 2 Members v. Defendant)

41. Plaintiff re-alleges and incorporates all previous paragraphs.

42. Wayfair was an "employer," as that term is used in the Massachusetts Wage Act, of Plaintiff and the members of Class 2.

43. Plaintiff and the members of Class 2 were engaged in an "occupation" as that term is used in the Massachusetts Wage Act.

44. Wayfair failed to pay Plaintiff and the members of Class 2 at their overtime rate for all hours worked over forty in a workweek, including for time spent on the booting-up, loading, and logging-in process.

45. Due to Wayfair's violation of the Massachusetts Wage Act, Plaintiff and the members of Class 2 have incurred harm and loss and are entitled to recover from Wayfair unpaid wages mandatorily trebled, attorneys' fees, costs of the action, and pre- and post-judgment interest.

Relief Requested

Plaintiff, individually and on behalf of the Class 1 and Class 2 members, request judgment as follows:

- A. Certifying this action as a class action as to Class 1 and Class 2;
- B. Ordering Wayfair to disclose in computer format, or in print if no computer readable format is available, the names, addresses, telephone numbers, and email addresses of all members of

the Classes, as well as data regarding their dates of employment, hours worked, and compensation received;

C. Designating Plaintiff as the representatives of the Classes, and undersigned counsel as class counsel for the same;

D. Declaring Wayfair violated the Massachusetts Wage Act;

E. Granting classwide judgment in favor of Plaintiff and the members of the Classes and against Wayfair and awarding Plaintiff and the members of the Classes the full amount of damages and liquidated damages available by law;

F. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by statute;

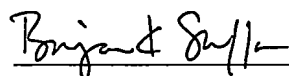
G. Awarding pre- and post-judgment interest to Plaintiff and the members of the Classes on these damages; and

H. Awarding such other and further relief as this Court deems appropriate.

Jury Demand

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

Respectfully submitted,



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*Attorneys for Plaintiffs and the Putative Class Members*

Date: 5.6.23

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wayfair Employees Owed Wages for Pre-Shift Login Time, Class Action Claims](#)

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