

COMMONWEALTH OF MASSACHUSETTS

SUPREME JUDICIAL COURT

SJC NO. DAR-
APPEALS COURT No. 2026-P-0464

HECTOR GRAMAJO

Plaintiff - Appellant,

v.

PERFORMANCE NORTHEASTER SERVICES, LLC

Defendant - Appellee,

HECTOR GRAMAJO'S REQUEST FOR DIRECT APPELLATE REVIEW

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April 23, 2026
(corrected by request on April 24, 2026)

I. REQUEST FOR DIRECT APPELLATE REVIEW

Plaintiff Hector Gramajo hereby respectfully requests that this Court accept this case for Direct Appellate Review ("DAR").

This case presents an important and recurring question under the Massachusetts Wage Act, M.G.L. c. 149 § 148A: when does an employee who advocates on behalf of a co-worker engage in protected activity, and when is that employee merely "conveying complaints" outside the statute's protection?

The trial court granted summary judgment to Defendant Performance Northeast Services (PNS) based on the conclusion that Gramajo was a "mere conduit" for another employee's wage complaints, relying on this Court's decision in *Smith v. Winter Place, LLC*, 447 Mass. at 363 (2006). In doing so, the court misapplied dicta in *Winter Place* and applied it in a manner that conflicts with both the statutory text and subsequent case law cited by the parties.

Direct appellate review is therefore warranted for two related reasons: first, *Winter Place's* "mere conduit" language requires clarification after the Superior Court broadened this narrow exception to the anti-retaliation protection given to employees who

assist co-workers in asserting Wage Act rights into an immunity for liability to employers who retaliate against employees who report the underpayment of wages of their co-workers, where such a construction is contrary to Supreme Court precedent and statutory intent; second, construing the "mere conduit" dicta to bar the Wage Act's anti-retaliation protection to an employee who reports to an employer the undisputed underpayment of wages of a co-worker raises a question of such public importance that justice requires a final determination by the full Supreme Judicial Court.

II. PRIOR PROCEEDINGS IN CASE

Gramajo filed the present action in Suffolk Superior Court on October 11, 2023.

Following a discovery period, PNS filed a motion for summary judgment on May 8, 2025. Gramajo opposed this motion. A hearing occurred on this motion on December 4, 2025. At the hearing, the trial court granted PNS's motion for summary judgment and judgment for PNS was subsequently entered. *Infra* 23-24.

In its Order granting Defendant's Motion for Summary Judgment, the trial court wrote:

Rationale and ruling on the record. Plaintiff did not engage in protected conduct when he pointed out co-workers pay discrepancy to management on three occasions. On each occasion, management replied "ok" and fixed the discrepancy. Plaintiff was a mere conduit for a scrivener's error. See *Smith v. Winters Place, LLC* 447 Mass 363 (2006).

Infra 23-24.

Gramajo filed an appeal from this judgment on January 2, 2026.

III. STATEMENT OF FACTS RELEVANT TO APPEAL

Gramajo was employed by PNS beginning in or around 2017. He was a cleaning service employee. Gramajo worked under the supervision of Marco Mancio. Gramajo's uncle, Fidel Villatoro, was also employed by PNS on the same crew.

PNS utilized an online application through which employees could track their hours and wages. Because Villatoro was not proficient with technology, Gramajo regularly assisted him with accessing and reviewing his pay information. Through this assistance, Gramajo discovered that Villatoro had not been properly paid overtime and holiday wages.

Gramajo reported these wage discrepancies to Mancio on three occasions – January 5, January 12, and January 19, 2023.

In making his January 5, 2023, report, Gramajo told Mancio that Villatoro was “missing overtime and holiday pay.” Mancio responded with “Ok,” and the missing pay was later corrected.

On January 12, 2023, Gramajo told Mancio that Villatoro was “missing eight hours of regular pay.” He received a similar response from Mancio.

On January 19, 2023, Gramajo once again sent a text message to Mancio with an image of a paystub, reporting missing pay for Villatoro. Mancio again acknowledged the report with “Ok,” and the pay was later corrected for Villatoro after Gramajo’s intervention.

In March 2023, shortly after these reports, Gramajo was called into a meeting with PNS’s owner, Lee Santos, and Mancio. During that meeting, Santos made threats against Gramajo’s employment at PNS. Santos instructed Gramajo that he was not permitted to speak with others about his work, including Villatoro. Santos further told Gramajo that he was “a problem for the company” in this meeting.

Santos additionally informed Gramajo that Mancio had made a complaint to him about Gramajo, but Mancio would not say what the complaint was about.

After this meeting, Santos issued Gramajo a Disciplinary Action Report, for "[o]ngoing issue, not respecting direction from supervisor Marcos Mancio." Mancio later testified that the "ongoing issue" with Gramajo had "[n]ot [been ongoing] for a long time."

Prior to making reports of Villatoro's unpaid wages, Gramajo had never had any discipline at PNS. Prior to this incident, his relationship with Mancio had been good.

Following a later workplace disagreement with Mancio – whose severity and characterization are heavily disputed between the parties – Santos terminated Gramajo's employment.

IV. STATEMENT OF ISSUES OF LAW RAISED BY APPEAL

1. Whether the *dicta* "mere conveying of employee complaints" language in *Smith v. Winter Place, LLC* bars application of the anti-retaliation protection under M.G.L. c. 149, § 148A where an employee subjectively verifies, reasonably and in good faith, and reports the underpayments of a co-worker's wages to their employer.

2. Under what circumstances does an employee who assists a co-worker in asserting Wage Act rights become a "mere conduit" and fall outside the protection of M.G.L. c. 149, § 148A under *Winter Place* and, alternatively, under what circumstances does the assistance become protected under c. 149, § 148A.¹

V. ARGUMENT

1. The Trial Court's "Mere Conduit" Standard Misstates *Smith v. Winter Place*.

The trial court's decision rests on the conclusion that Gramajo acted as a "mere conduit" for another employee's wage complaints. *Infra* 23-24. That formulation, however, does not originate in *Smith v. Winter Place LLC*, and reflects a material expansion of *Winter Place*.²

¹ These issues were raised in both Gramajo's opposition to PNS's motion for summary judgment and additionally raised at the hearing before the Superior Court on the motion for summary judgment. These issues have been properly preserved in the lower court.

² The language of "mere conduit" originates in *Johnson v. Edgar P. Benjamin Healthcare Ctr.*, in which the trial court found that the employee-plaintiff "repeatedly advocated for the employees, acting as much more than a conduit for their complaints." *Johnson v. Edgar P. Benjamin Healthcare Ctr.*, 2019 Mass. Super. LEXIS 1205, at *7 (Suffolk Super. Ct. November 20, 2019) (emphasis added).

Winter Place only stated, in dicta:

Although the language of the second paragraph expands the range of persons and conduct protected by the statute, and likely would protect an employee (or manager) from being punished for asserting the right of another employee or complaining to management on that employee's behalf, that is not this case. There is no evidence that Sosnitsky did either of these things, or took any other action protected under § 148A before his termination. **The mere conveying of employee complaints by Sosnitsky to higher management (about a system Sosnitsky himself created and implemented) does not amount to asserting their rights, or complaining on their behalf.**

Smith v. Winter Place LLC, 447 Mass. 363, 369 (2006)

(internal citation omitted) (emphasis added).

This Court did not adopt a categorical rule excluding employees who “convey[] employee complaints” from protection, nor did it suggest that an employee must do something more than communicate wage violations to fall within the scope of M.G.L. c. 149, § 148A. Instead, this Court engaged in a fact-specific analysis of the plaintiff’s conduct in that case.

The facts of *Winter Place* are critical to understanding its limited holding. The employee in question, a maître d’, had proposed, designed, and

implemented the very tip-pooling system that other class members later challenged. *Winter Place*, 447 Mass. at 365. After employees complained that the system was unlawful, the maître d' relayed these complaints to management, but did not independently verify that a violation had occurred, did not advocate for corrective action, and did not take any steps to assert the employee's rights. *Id.* at 365-66. Indeed, he acted at management's direction in terminating the complaining employees. *Id.* at 366. In that context, this Court concluded that the maître d' had merely transmitted employee dissatisfaction about a system he himself had created, rather than asserting wage rights on their behalf. *Id.* at 369.

By contrast, Gramajo actively assisted Villatoro with reviewing and confirming his wages and then conveyed the incorrect payment of Villatoro's wages to management. The Superior Court misunderstood the limited "mere conduit" language in *Winter Place* into a generalized rule and applied it without regard to these factual distinctions. In doing so, the court transformed a narrow, fact-based holding into a broad limitation on § 148A that finds no support in the statutory text or in the reasoning of *Winter Place*.

2. The Statutory Text and *Winter Place* Confirm That Assisting a Co-Worker Is Protected Activity.

The anti-retaliation provision of the Massachusetts Wage Act is expansive. The Wage Act provides:

No employee shall be penalized by an employer in any way as a result of any action on the part of an employee to seek his or her rights under the wages and hours provisions of this chapter.

Any employer who discharges or in any other manner discriminates against any employee because such employee has made a complaint to the attorney general or any other person, or assists the attorney general in any investigation under this chapter, or has instituted, or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceedings, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in section 27C.

M.G.L. c. 149, § 148A. This language reflects a legislative purpose that enforcement of wage laws depends not only on individual's complaints, but also on the willingness of employees to advocate on behalf of one another.

Consistent with that purpose, this Court in *Winter Place* expressly recognized that § 148A “likely would protect an employee (or manager) from being punished for asserting the right of another employee or complaining to management on that employee's behalf.” *Winter Place*, 447 Mass. at 369; see also *Gordon v. Connected Living*, 2018 Mass. Super. LEXIS 101, at *8 (Norfolk Super. Ct. June 27, 2018) (citing *Smith*); *Johnson v. Edgar P. Benjamin Healthcare Ctr.*, 2019 Mass. Super. LEXIS 1205, at *7 (Suffolk Super. Ct. November 20, 2019) (citing *Smith*). The limitation identified in *Winter Place*, that the “mere conveying of employee complaints” is insufficient, must therefore be understood as a narrow carveout for ministerial or passive conduct, not as broadly excluding protection for reporting potential violations of a co-worker’s Wage Act rights.

If the statute were interpreted to exclude any employee who communicates a co-worker’s wage issue to management, the protection for assisting others would be rendered meaningless. The only coherent reading of § 148A, consistent with *Smith*, is that it protects employees who take affirmative steps to assert or

secure wage rights for another, while excluding those whose actions function solely in a ministerial role.

3. Gramajo's Conduct Constituted Active Advocacy on Behalf of His Co-Worker.

Measured against this standard, Gramajo's conduct falls squarely within the protections of § 148A. A close comparison of the facts of this case with those addressed in *Winter Place* confirms that Gramajo's conduct constituted protected activity.

In *Winter Place*, the maître d's role was limited to relaying employee complaints about a system he had helped create. *Winter Place*, 447 Mass. at 369. He did not investigate whether employees were underpaid, did not assert that wages were unlawfully withheld, and did not take any action to secure payment. *Id.* This Court's conclusion that the conduct was unprotected turned on the absence of any affirmative effort to assert employee rights. *Id.* (explaining that there was no evidence that maître d' was "asserting the right of another employee or complaining to management on that employee's behalf").

Gramajo's conduct is fundamentally different. He did not simply relay a complaint made by his co-worker, but personally accessed Villatoro's payroll

information through the employer's application, reviewed that information, and identified specific discrepancies, including the missing overtime, holiday pay, and regular wages. The record further reflects that Villatoro was unable to effectively use the application himself due to technological limitations, and that Gramajo's involvement was necessary to uncover these errors on PNS's part.

After identifying the discrepancies, Gramajo personally communicated directly with his supervisor on three separate occasions in January 2023, each time describing a specific deficiency in Villatoro's pay and providing documentation of the same. On each occasion, management acknowledged the issue and corrected the missing wages. He was not transmitting complaints, but asserting rights of a co-worker. Further, Gramajo's actions were not limited to communication. They resulted in the actual recovery of wages owed under the statute.

This conduct bears no resemblance to the passive transmission at issue in *Winter Place*. Gramajo did not merely pass along a co-worker's dissatisfaction or belief that something was wrong. He independently verified the existence of wage violations, brought

those violations to management's attention in concrete and specific terms, and ensured that corrective action was taken. In practical effect, he was the only means by which Villatoro could assert his statutory rights.

To characterize such conduct as "mere conveying" would collapse the distinction recognized in *Smith* and exclude from protection precisely the type of employee action that § 148A is designed to encourage.

4. The Court Should Clarify That Assistance of Co-Worker's Wage Rights Above Ministerial or Passive Action Is Protected Under M.G.L. c. 149, § 148A.

This case presents the precise question left unresolved by *Smith*: where does protected assistance end and unprotected "mere conveying" begin?

The answer lies in the nature of the employee's conduct. Where an employee only takes ministerial or passive acts, such as receiving a report from a subordinate and passing it onto a superior, that does not warrant protection because the employee is simply discharging their work duties. When the employee personally takes steps to identify, verify, or report wage violations in a manner that advances the enforcement of statutory rights, that conduct falls

within the protection of § 148A, even if it is undertaken on behalf of another employee.

Under this framework, the *maître d'* in *Winter Place* falls on the unprotected side of that line. However, Gramajo's conduct is well within the area of protection. He did not act as a passive intermediary, but as an active participant in the identification and correction of wage violations. His actions reflect precisely the type of employee initiative that § 148A seeks to protect. Further, his actions are aligned with other trial courts' interpretation of *Smith*. See *Gordon v. Connected Living*, 2018 Mass. Super. LEXIS 101, at *8-9 (Norfolk Super. Ct. June 27, 2018) (finding protected activity where an employee spoke with their employer about its "failure to pay commissions to an employee and repeatedly discussed the possible misclassification of employees"); *Johnson v. Edgar P. Benjamin Healthcare Ctr.*, 2019 Mass. Super. LEXIS 1205, at *3 (Suffolk Super. Ct. November 20, 2019) (finding protected activity where employee reported to employer that co-workers were not paid for all hours worked).

VI. Statement of Reasons Why Direct Appellate Review Is Warranted.

Under Mass. R. App. P. 11(a), direct appellate review is appropriate where the questions posed by the appeal are "questions of such public interest that justice requires a final determination by the full Supreme Judicial Court." Mass.R.App.P. 11(a).

Here, direct appellate review is warranted because this case presents a significant and unresolved issue of public interest concerning the scope of protected activity under M.G.L. c. 149 § 148A. Although *Winter Place* recognized that employees may be protected when asserting the rights of others, it did not elaborate further on when and how such protected conduct ends and the "mere conveying of employee complaints" begins. In the absence of clear guidance, lower courts have adopted varying formulations, including the "mere conduit" language applied here. *Johnson v. Edgar P. Benjamin Healthcare Ctr.*, 2019 Mass. Super. LEXIS 1205, at *7 (Suffolk Super. Ct. November 20, 2019); see *Gordon v. Connected Living*, 2018 Mass. Super. LEXIS 101, at *9 (Norfolk Super. Ct. June 27, 2018). This risks narrowing the

statute's protections in a manner inconsistent with its purpose.

This issue is one of substantial practical importance. As the case illustrates, employees oftentimes assist co-workers in identifying and reporting wage violations, particularly where barriers such as language, technology, or access to information prevent those co-workers from acting on their own behalf. Whether such conduct is protected under § 148A has significant implications for the enforcement of wage laws across the Commonwealth.

This case provides an appropriate vehicle for the Supreme Judicial Court to clarify the distinction left open in *Winter Place* and to ensure that § 148A continues to function as an effective safeguard for employees who take action to secure lawful wages.

VII. Conclusion.

For all the foregoing reasons, this Court should grant Direct Appellate Review.

Respectfully submitted,
PLAINTIFF HECTOR GRAMAJO,
By his attorneys,

/s/ Joseph Sulman
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April 23, 2026
(corrected by request on April 24, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on April 23, 2026, a true copy of the above document was served on counsel for the Defendants by the E-File system and email at the following address:

Brendan Slean, Esq.
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 /s/ Joseph Sulman
Joseph Sulman

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing brief complies with the rules of this Court that pertain to the filing of applications of direct appellate review in that Plaintiff- Appellant have complied with the length limit under Rule 11(b) by using the monospaced font Courier New in 12 point size not exceeding 10.5 characters per inch and that the Argument section of this application does not exceed the ten-page limit contained in Rule 11(b)(5).














/s/ Joseph Sulman
Joseph L. Sulman

2384CV02298 Gramajo, Hector vs. Performance Northeast Services, Llc

- Case Type:
- Torts
- Case Status:
- Open
- File Date
- 10/11/2023
- DCM Track:
- F - Fast Track
- Initiating Action:
- Other Tortious Action
- Status Date:
- 10/11/2023
- Case Judge:
-
- Next Event:

[All Information](#)
[Party](#)
[Event](#)
[Tickler](#)
[Docket](#)
[Disposition](#)



Docket Information

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
10/11/2023	Complaint electronically filed.	1	
10/11/2023	Civil action cover sheet filed.	2	
10/11/2023	Case assigned to: DCM Track F - Fast Track was added on 10/11/2023		
12/11/2023	Service Returned for Applies To: Performance Northeast Services, Llc (Defendant)	3	
12/20/2023	Attorney appearance electronically filed.		
12/20/2023	Attorney appearance electronically filed.		
12/20/2023	Answer to original complaint Applies To: Performance Northeast Services, Llc (Defendant)	4	
07/16/2024	Plaintiff, Defendant Hector Gramajo, Performance Northeast Services, Llc's Joint Motion to Extend Tracking Order Deadlines (First Request) Notice sent 7/22/24	5	
07/19/2024	Endorsement on Motion to extend tracking order deadlines (#5.0): ALLOWED Allowed - the court is disinclined to extend these dates again. (Dated 7/19/24)		
10/25/2024	Plaintiff, Defendant Hector Gramajo, Performance Northeast Services, Llc's Joint Motion to Extend Tracking Order (Second)	6	
10/30/2024	Endorsement on Motion to extend tracking order (#6.0): ALLOWED Dated: 1028/24 Notice Sent 10/31/24		
12/30/2024	Attorney appearance electronically filed.		
12/31/2024	Attorney appearance On this date Rebecca Royer, Esq. added for Plaintiff Hector Gramajo		

12/31/2024	Attorney appearance electronically filed.		
05/08/2025	Defendant Performance Northeast Services, Llc's Motion for Summary Judgment	7	 Image
05/08/2025	Performance Northeast Services, Llc's Memorandum in support of Motion for Summary Judgment	8	 Image
05/08/2025	Opposition to Defendant's Motion for Summary Judgment filed by Hector Gramajo	9	 Image
05/08/2025	Response to Statement of Material Facts in Support of Defendant Performance Northeast Services, LLC's Motion for Summary Judgment filed by Hector Gramajo	10	 Image
05/08/2025	Exhibits/Appendix Joint Appendix	11	 Image
05/08/2025	Reply/Sur-reply Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment	12	 Image
05/08/2025	Notice of Filing and List of Documents	13	 Image
12/04/2025	Event Result:: Rule 56 Hearing scheduled on: 12/04/2025 02:00 PM Has been: Held as Scheduled Hon. Mark A Hallal, Presiding Staff: Melissa Doris, Assistant Clerk Magistrate		 Image
12/09/2025	Endorsement on Motion for Summary Judgment (#7.0): ALLOWED Rationale and ruling on the record. Plaintiff did not engage in protected conduct when he pointed out co-workers pay discrepancy to management on three occasions. On each occasion, management replied "ok" and fixed the discrepancy. Plaintiff was a mere conduit for a scrivener's error. See Smith v. Winter Place, LLC 447 Mass. 363(2006). Motion is Allowed. (dated 12/4/2025) Notice sent 12/12/25		 Image
12/10/2025	SUMMARY JUDGMENT for Defendant(s), Performance Northeast Services, Llc against Plaintiff(s), Hector Gramajo, without statutory costs.It is ORDERED and ADJUDGED: that after hearing where both parties appeared, and review of the memoranda filed, the Defendant's R56 was ALLOWED by the Court, Nestor, J. on 12/4/2025. Accordingly, plaintiff's complaint is DISMISSED. Entered on docket pursuant to Mass R Civ P 58(a) and notice sent to parties pursuant to Mass R Civ P 77(d)	14	 Image
01/02/2026	Plaintiff Hector Gramajo's Notice of Appeal	15	 Image
02/18/2026	Plaintiff Hector Gramajo's Submission of Certification Regarding Transcripts	16	 Image
02/19/2026	Plaintiff Hector Gramajo's Submission of Corrected Certification Regarding Transcript No Transcript Ordered	17	 Image
03/09/2026	Appeal: Statement of the Case on Appeal (Cover Sheet).		 Image
03/09/2026	Notice of assembly of record sent to Counsel		 Image
03/09/2026	Notice to Clerk of the Appeals Court of Assembly of Record		 Image
04/02/2026	Notice of Entry of appeal received from the Appeals Court In accordance with Massachusetts Rule of Appellate Procedure 10(a)(3), please note that the above-referenced case (2026-P-0464) was entered in this Court on April 2, 2026.	18	 Image

NOTIFY

14

SUMMARY JUDGMENT MASS. R. CIV. P. 56		Trial Court of Massachusetts The Superior Court 
DOCKET NUMBER	2384CV02298	John E Powers, III Suffolk County Civil
CASE NAME	Gramajo, Hector vs. Performance Northeast Services, Llc	COURT NAME & ADDRESS Suffolk County Superior Court - Civil Suffolk County Courthouse, 12th Floor Three Pemberton Square Boston, MA 02108
JUDGMENT FOR THE FOLLOWING DEFENDANT(S) Performance Northeast Services, Llc		
JUDGMENT AGAINST THE FOLLOWING PLAINTIFF(S) Gramajo, Hector		
<p>This action came before the Court, Hon. Matthew J Nestor, presiding, upon Motion for Summary Judgment of the named above, pursuant to Mass. R. Civ. P. 56. The parties having been heard, and/or the Court having considered the pleadings and submissions, finds there is no genuine issue as to material fact and that the defendant is entitled to a judgment as a matter of law.</p> <p>It is ORDERED and ADJUDGED:</p> <p>that after hearing where both parties appeared, and review of the memoranda filed, the Defendant's R56 was ALLOWED by the Court, Nestor, J. on 12/4/2025. Accordingly, plaintiff's complaint is DISMISSED.</p>		
JUDGMENT ENTERED ON DOCKET <u>Dec 10 20 25</u> PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a) AND NOTICE SEND TO PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS		
DATE JUDGMENT ENTERED	12/04/2025	CLERK OF COURTS/ ASST. CLERK X 

Notice sent 12-10-25

5/13

12/21/11

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2384CV02298 A

HECTOR GRAMAJO,
Plaintiff,
v.
PERFORMANCE NORTHEAST SERVICES, LLC,
Defendant.

NOTICE SENT
12-12-25

(JAT) (4)

DEFENDANT PERFORMANCE NORTHEAST SERVICES, LLC'S, MOTION FOR SUMMARY JUDGMENT¹

Defendant, Performance Northeast Services, LLC ("PNS"), hereby moves for summary judgment seeking dismissal of Plaintiff, Hector Gramajo's ("Gramajo") claim for retaliation under the Massachusetts Wage Act, G.L. c. 149 § 148A. Gramajo's retaliation claim fails to state a claim under General Laws c. 149, § 148A because Gramajo did not "assert[] the rights" of any employee but instead was only a conduit for "the mere convey[ance] of employee complaints ... to higher management." See *Smith v. Winter Place, LLC*, 447 Mass 363 (2006). The summary judgment record is clear that the only alleged complaints made to management on behalf of other employees are three text messages made on behalf of his uncle concerning minor errors with his bi-weekly pay several months prior to any adverse employment action. Under the SJC's guidance in *Smith v. Winter Place*, Gramajo's conduct does not rise to the level of the protected conduct necessary to state a claim for retaliation.

¹ The Parties agreed that this Motion for Summary Judgment may be served and filed outside the existing Tracking Order deadlines.

"OK" and fixed the discrepancy. Plaintiff was a mere conduit for a scrivener's error. See *Smith v. Winter Place, LLC* 447 Mass 363 (2006)

Motion is Allowed Nestor 12/14/25

Rationale and ruling on the record. Plaintiff did not engage in protected conduct when he pointed out co-workers pay discrepancy to management on these occasions. On each occasion, management replied