

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

STACY CHABOT, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE GOLUB CORPORATION,

Defendant.

CIVIL ACTION

Case No. 1:26-cv-925 (ECC/DJS)

JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT

Plaintiff, Stacy Chabot (“Chabot” or “Plaintiff”), files this Collective Action Complaint against Defendant, The Golub Corporation (“Defendant”), seeking all available relief under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), on behalf of himself and all current and former Co-Managers (“CMs”), who work (or worked) at any “Price Chopper” and/or “Market 32” branded store in the United States during the relevant time period.¹ The following allegations are based on personal knowledge as to Plaintiff’s own conduct and are made on information and belief as to the acts of others.

NATURE OF THE ACTION

1. Plaintiff brings this action on behalf of himself and similarly situated current and former CMs to recover unpaid overtime pursuant to the FLSA. Defendant violated the FLSA by failing to pay its CMs, including Plaintiff, overtime compensation for the hours they worked over forty (40) in one or more workweeks because Defendant classified them as exempt from overtime.

¹ For purposes of this Collective Action Complaint, the term “Price Chopper” includes Price Chopper and Market 32 branded stores.

2. Upon information and belief, Defendant employs CMs in over 100 Price Chopper locations in at least 6 states, including New York, Connecticut, Pennsylvania, Vermont, Massachusetts, and New Hampshire.² Price Chopper stores are supermarkets which offer products in the areas of pharmaceuticals, meat, flowers, cheeses, seafood, and deli products for sale to the public.

3. Although Defendant considers its CMs to be “managers,” CMs are not responsible for true management functions. To the contrary, CMs spend the vast majority of their time performing the same duties as non-exempt employees, including helping customers, working the cash register, moving products, stocking shelves, cleaning the store, and otherwise standing in as a cashier, stocker, or other hourly worker.

4. CMs³ report to Store Managers who, in turn, report to district and other supervisory personnel. Store Managers are the highest level of management in Price Chopper stores.

5. As alleged herein, Plaintiff and all other similarly situated CMs were required to work more than forty (40) hours in a workweek while employed by Defendant in order to complete their job duties. However, in accordance with Defendant’s policy, pattern, and/or practice, they were misclassified as exempt from overtime compensation and were not paid at the mandated rate of time-and-one-half for all hours worked in excess of forty (40) in a workweek.

6. Pursuant to 29 U.S.C. § 216(b), Plaintiff brings this action on behalf of himself and all persons who are or were formerly employed by Defendant as a CM in one or more Price Chopper stores in the United States during the relevant time period, and individuals holding comparable salaried positions with different titles (the “CM Collective”).

7. Defendant’s systematic failure and refusal to pay Plaintiff and all other similarly

² <https://www.pricechopper.com/stores/> (last accessed April 29, 2026).

³ CMs are akin to assistant store managers.

situated CMs for all hours worked over forty (40) in a workweek violates the FLSA.

THE PARTIES

Plaintiff Stacy Chabot

8. Chabot resides in Leominster, Massachusetts. Between approximately January 2022 and September 2023, Chabot was employed by Defendant as a CM at several Price Chopper stores in Massachusetts, including Gardner, Shrewsbury, Milford, and Webster.

9. Throughout his employment as a CM with Defendant, Chabot was paid a salary and did not receive overtime compensation for working more than forty (40) hours in a workweek.

10. As a CM, Chabot was scheduled to work forty-five hours a week. On average, during each week of his employment as a CM with Defendant, Chabot worked approximately 50-55 hours (and sometimes more), including during the weeks of—and preceding—major holidays.

11. Chabot spent the vast majority of his time performing the same duties as non-exempt employees, including helping customers, working the cash register, moving products, stocking shelves, cleaning the store, and otherwise standing in as a cashier, stocker, or other hourly worker.

12. The work Chabot performed was at the direction, and for the benefit, of Defendant.

13. Pursuant to Defendant's policy, pattern or practice of classifying CMs as exempt from overtime, Chabot was not paid premium overtime compensation for all hours worked over forty (40) in a work week.

14. Chabot has consented to join this action. *See* Exhibit A.

Defendant The Golub Corporation

15. The Golub Corporation is a Delaware corporation. The company is based in Schenectady, New York, and has Price Chopper locations in Massachusetts, New Hampshire,

Pennsylvania, New York, Connecticut, and Vermont.

16. Upon information and belief, Defendant owns and operates approximately 130 supermarkets, including “Price Chopper” and “Market 32” branded stores in at least 6 states.

17. At all relevant times, Price Chopper employed or acted in the interest of an employer towards Plaintiff and other similarly situated current and former CMs and, among other things, maintained control, oversight and direction over Plaintiff and other CMs, including with respect to timekeeping, payroll, and other employment practices that applied to them.

18. Upon information and belief, Defendant applies the same employment policies, practices, and procedures to all CMs, regardless of the location of the store in which they work.

19. Defendant is a covered employer within the meaning of the FLSA because, among other things, it employs individuals, including Plaintiff, who are engaged in interstate commerce or in the production of goods for interstate commerce or engaged in handling, receiving, selling, or otherwise working on goods or material that have been moved in or produced for interstate commerce.

20. Upon information and belief, at all relevant times Defendant has had gross revenues exceeding \$500,000.00.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. §§ 1331, 1332, 1337, and 29 U.S.C. § 216(b).

22. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

23. Defendant is subject to personal jurisdiction in New York.

24. Defendant purposely availed itself of jurisdiction by having its headquarters in New York and operating its business, including Price Chopper and Market 32 supermarkets, in New York.

25. Venue is proper in the Northern District of New York pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this District, has its principal place of business in this District, and/or because all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

GENERAL FACTUAL ALLEGATIONS

26. The Golub Corporation is a privately held corporation with its corporate headquarters located at 461 Nott Street, Schenectady, New York, 12308.

27. Upon information and belief, Defendant's store operations are directed and controlled by individuals based out of its corporate headquarters.

28. Defendant owns and operates approximately 130 store locations in 6 states, including Massachusetts, Connecticut, New York, Pennsylvania, Vermont, and New Hampshire.

29. Upon information and belief, Price Chopper employs hundreds of full- and part-time employees in its stores, of which several hundred are believed to be full-time CMs.

30. Defendant maintains strict control, oversight, and discretion over the operation of its stores, including its employment practices with respect to Plaintiff and the members of the putative CM Collective.

31. Plaintiff's and the members of the putative CM Collective's work was performed in the normal course of Defendant's business and was integrated into it.

32. Consistent with Defendant's policy, pattern and/or practice, Plaintiff and the members of the putative CM Collective worked in excess of forty (40) hours per workweek without being paid overtime compensation. For example, and upon information and belief, CMs are scheduled to work at least fifty (50) hours each week.

33. Upon information and belief, Defendant established labor budgets to cover labor costs for the stores in which Plaintiff and the members of the putative CM Collective worked. However, Defendant did not provide sufficient money in the labor budgets to cover all hours needed to complete the necessary non-exempt tasks in each store.

34. Defendant knew or recklessly disregarded the fact that their underfunding of store labor budgets resulted in Plaintiff and the members of the putative CM Collective (who were not paid overtime) working more than forty (40) hours in a workweek without receiving any overtime compensation. This allowed Defendant to avoid paying additional wages (including overtime) to the non-exempt, store-level employees.

35. Because Defendant underfunded store labor budgets, which in turn limited the amount of money available to pay non-exempt employees to perform manual and customer service tasks, CMs were required to—and did—perform these non-exempt tasks.

36. The performance of non-management work was the primary duty of Plaintiff and the members of the CM Collective. These primary duties included helping customers, working the cash register, moving products, stocking shelves, cleaning the store, and otherwise standing in as a cashier, stocker, or other hourly worker.

37. Defendant knew, by virtue of the fact that its upper-level management employees (as its authorized agents) actually saw Plaintiff and the members of the putative CM Collective primarily perform manual labor and non-exempt duties, that Plaintiff and other similarly situated

CMs were not performing activities that complied with any FLSA exemption. Inasmuch as Defendant is a substantial corporate entity aware of its obligations under the FLSA, it acted willfully or recklessly in failing to classify Plaintiff and other similarly situated CMs as non-exempt employees.

38. All of the work that Plaintiff and the members of the putative CM Collective performed has been assigned by Defendant, who is aware of the work they performed. This work required little skill and no capital investment. Nor did it include managerial responsibilities, or the exercise of meaningful independent judgment and discretion.

39. Pursuant to a centralized, company-wide policy, pattern and/or practice, Defendant classified all CMs as exempt from the overtime provisions of the FLSA.

40. The primary job duties of Plaintiff and the members of the putative CM Collective did not include hiring, firing, disciplining, or directing the work of other employees.

41. The primary job duties of Plaintiff and the members of the putative CM Collective did not materially differ from the job duties of non-exempt hourly paid employees.

42. The primary job duties of Plaintiff and the members of the putative CM Collective did not include the exercise of meaningful independent discretion with respect to their duties.

43. The primary job duties of Plaintiff and the members of the putative CM Collective were manual and/or clerical in nature. The performance of manual and/or clerical labor occupied the majority of the working hours of Plaintiff and the members of the putative collective.

44. Plaintiff and the members of the putative CM Collective are similarly situated in that they have substantially similar job duties and are subject to Defendant's common compensation policies, patterns, and/or practices.

45. Upon information and belief, Defendant did not perform a person-by-person

analysis of Plaintiff's and the members of the putative CM Collective's job duties when making the decision to classify CMs as exempt from overtime under the FLSA.

46. Due to the foregoing, Defendant's failure to pay overtime wages for work performed by Plaintiff and the members of the putative CM Collective in excess of forty (40) hours per week was willful.

47. The work performed by Plaintiff and the members of the putative CM Collective constitutes compensable work time under the FLSA and was not preliminary, postliminary or *de minimis*.

48. Defendant's unlawful conduct has been widespread, repeated, and consistent.

FLSA COLLECTIVE ACTION ALLEGATIONS

49. Plaintiff brings the First Cause of Action, 29 U.S.C. § 216(b), on behalf of themselves and the members of the putative CM Collective.

50. At all relevant times, Plaintiff and the members of the putative CM Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

51. Defendant employed Plaintiff and the members of the putative CM Collective and is engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

52. At all relevant times, Plaintiff and the members of the putative CM Collective were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

53. Defendant has failed to pay Plaintiff and the members of the putative CM Collective overtime compensation to which they are entitled under the FLSA.

54. Defendant has failed to keep accurate records of time worked by Plaintiff and the

members of the putative CM Collective.

55. Defendant is liable under the FLSA for, among other things, failing to properly compensate Plaintiff and the members of the putative CM Collective.

56. Consistent with Defendant's policy and pattern or practice, Plaintiff and the members of the putative CM Collective were not paid overtime compensation when they worked beyond forty (40) hours in a workweek.

57. All of the work that Plaintiff and the members of the putative CM Collective performed has been assigned by Defendant, and/or Defendant has been aware of such work.

58. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the members of the putative CM Collective. This policy and pattern or practice includes, but is not limited to:

- (a) willfully failing to pay Plaintiff and the members of the putative CM Collective premium overtime wages for hours that they worked in excess of forty (40) hours per workweek;
- (b) willfully misclassifying Plaintiff and the members of the putative CM Collective as exempt from the overtime protections of the FLSA; and
- (c) willfully failing to record all of the time that its employees, including Plaintiff and the members of the putative CM Collective, worked for the benefit of Defendant.

59. Defendant is aware or should have been aware that federal law required it to pay Plaintiff and the members of the putative CM Collective overtime compensation for all hours worked in excess of forty (40) in a workweek.

60. Plaintiff and the members of the putative CM Collective perform or performed the same primary duties.

61. Defendant's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

**Fair Labor Standards Act: Unpaid Overtime Wages
(Brought on Behalf of Plaintiff and the CM Collective)**

62. Plaintiff realleges and incorporates by reference the above allegations.

63. Defendant has engaged in a widespread policy, pattern or practice of violating 29 U.S.C. § 207 by failing to pay overtime compensation to Plaintiff and the members of the putative CM Collective for hours worked above forty (40) in a work week, as detailed in this Collective Action Complaint.

64. Upon information and belief, and as part of their regular business practices, Defendant has intentionally, willfully and repeatedly engaged in a pattern, practice and/or policy of violating the FLSA with respect to Plaintiff and the members of the putative CM Collective.

65. Defendant's unlawful conduct, as described above, was willful and/or in reckless disregard of the applicable wage and hour laws pursuant to Defendant's centralized, company-wide policy, pattern, and/or practice of attempting to minimize labor costs by violating the FLSA.

66. As further evidence of its willful or reckless failure to classify Plaintiff and the members of the CM Collective as non-exempt employees, Defendant has uniformly failed to: (a) accurately track or record actual hours worked by Plaintiff and the members of the putative CM Collective; and (b) provide Plaintiff and the members of the putative CM Collective with a method to accurately record the hours they actually worked.

67. Defendant did not make a good-faith effort to comply with the FLSA with respect to their timekeeping and compensation of Plaintiff and the members of the putative CM Collective.

68. Defendant was or should have been aware that the FLSA required it to pay employees performing non-exempt duties an overtime premium for hours worked in excess of forty (40) per week.

69. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and the members of the putative CM Collective for all hours worked in excess of forty (40) in a workweek.

70. Upon information and belief, there are potentially hundreds of similarly situated current and former CMs who have been underpaid in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. Thus, notice should be sent to the members of the putative CM Collective, pursuant to 29 U.S.C. § 216(b).

71. The members of the putative CM Collective are known to Defendant, are readily identifiable, and can be located through Defendant's records.

72. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255, as it may be further extended or tolled by agreement, equity or operation of law.

73. As a result of Defendant's willful violations of the FLSA, Plaintiff and the members of the putative CM Collective have suffered damages by being denied overtime compensation in accordance with the FLSA, in amounts to be determined at trial, and are entitled to recovery of such amounts, as well as liquidated damages and attorneys' fees, pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the members of the putative CM Collective, prays for the following relief:

- A. Designation of this action as an FLSA collective action on behalf of Plaintiff and the members of the putative CM Collective, and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the CM Collective,

apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Join forms pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;

- B. An award of unpaid overtime compensation for all hours worked in excess of forty (40) in a workweek at a rate of time and one-half of the regular rate of pay due under the FLSA using the following common methodology for calculating damages: $((\text{Annual Salary} \div 52) \div 40) \times \text{Total Number of Overtime Hours Worked} \times 1.5$;
- C. An award of liquidated damages under the FLSA as a result of Defendant's willful failure to pay for all hours worked in excess of forty (40) in a workweek at a rate of time and one-half of the regular rate of pay;
- D. An award of damages representing Defendant's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes;
- E. An award of a service payment to Plaintiff;
- F. An award of pre-judgment and post-judgment interest;
- G. An award of costs and expenses of this action, together with reasonable attorneys' and expert fees to Plaintiff's counsel pursuant to the FLSA;
- H. An injunction requiring Defendant to cease its practice of violating the FLSA in the future;
- I. Issuance of a declaratory judgment that the practices complained of in this Collective Action Complaint are unlawful and/or willful under the FLSA; and
- J. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Collective Action Complaint.

Dated: April 29, 2026

s/ Jason Conway
Jason Conway (Bar Number 707428)
CONWAY LEGAL, LLC
1700 Market Street, Suite 1005
Philadelphia, PA 19103
Telephone: (215) 278-4782
Fax: (215) 278-4807
jconway@conwaylegalpa.com

Daniel Levin, Esq.*
Zanetta Moore-Driggers, Esq.*
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106-3697
Telephone: (215) 592-1500
dlevin@lfsblaw.com
zmooredriggers@lfsblaw.com

Attorneys for Plaintiff and the Putative CM Collective

** Application for Pro Hac Vice Admission
Forthcoming*