

SUPREME COURT
COUNTY OF ERIE
STATE OF NEW YORK

TIMOTHY WALTON

Plaintiff

vs.

SUMMONS

RACHELS MEDITERRANEAN GRILL

Defendant

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED AND REQUIRED, to respond to the claim for the relief sought by the Plaintiff by either serving a written Demand for a Complaint or a written Notice of Appearance on the Plaintiff's Attorney, at the address stated below.

If this Summons and Notice is served upon you within the State of New York by personal service you must respond within twenty (20) days after service, not including the day of the service. If this Summons and Notice not personally delivered to you within the State of New York you must respond within Thirty, (30) days after service is completed, as provided by law.

If you do not respond to the attached complaint within the applicable time limitation stated above a Judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

This action is brought in the County of Erie because of:

- (1) Plaintiff's residence or place of business
- (2) Defendant's residence or place of business.
- (3) Designation made by Plaintiff

Dated: September 29, 2025
Buffalo, New York

Matthew A. Lazroe, Esq.
Attorney for Plaintiff
43 Court Street, Suite 1111
Buffalo, New York 14202
(716) 989-0090

SUPREME COURT
COUNTY OF ERIE

STATE OF NEW YORK

TIMOTHY WALTON

Plaintiff

vs.

COMPLAINT

RACHELS MEDITERRANEAN GRILL

Defendant

The Plaintiff, by his attorney, Matthew A. Lazroe, for his complaint against the Defendant alleges as follows:

1. That at all times hereinafter mentioned, the Plaintiff was a resident in the Town of Elma, County of Erie and State of New York.
2. That at all times hereinafter, the Defendant's principal place of business is and does business in the County of Erie.
3. That this action is brought because of the actions of the Defendant resulting in fraud, unjust enrichment, Wage Theft Prevention act of 2011 and breach of contract.

HISTORY OF THE PARTIES

4. Plaintiff was an employee of the RACHELS MEDITERRANEAN GRILL located at _____.
5. Plaintiff and Defendant had an employment contract that started May 2025 thru march 2026 whereby Plaintiff was hired for Social Media Marketing and graphics in which he did the graphic designs, giveaways, contests, customer interaction and social media activity for Defendant.
6. RACHELS MEDITERRANEAN GRILL was facing financial problems and could not pay its distributors, utilities, and rent.
7. Plaintiff is currently owed \$8,467.50 for work performed not including work to be performed per the terms of the contract.

8. Defendants sent several messages promising Plaintiff he would be paid.
13. Defendants constantly misled Plaintiff into believing he was going to be paid. No funds were received per the communications.
14. Plaintiff is owed \$8,467.50 for labor performed as an employee of Defendants.

FIRST CAUSE OF ACTION FOR FRAUD

13. Plaintiff repeats and re-alleges the previous paragraphs as fully stated herein.
14. That Defendants made false statements regarding the employment of Plaintiff.
15. That Defendants had no intention of paying Plaintiff.
16. That Defendants refused to communicate with the Plaintiff.
17. That Plaintiff suffered financial injury as a result of the Defendant's actions.
18. That Defendant since has fraudulently withheld wages from Plaintiff.

SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT

19. Plaintiff repeats and re-alleges the above mentioned paragraphs as fully stated herein.
20. Defendants received work performed by Plaintiff.
21. That Defendants benefited from the work performed by Plaintiff.
22. That it would be inequitable and unconscionable for the Defendants to enjoy the benefits of work performed by Plaintiff while the Plaintiff received no value and suffered financial losses.

THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

23. Plaintiff repeats and re-alleges the above mentioned paragraphs as fully stated herein.

24. Plaintiff and Defendants entered into a employment contract.
25. Defendants breached the contract by not paying Plaintiff the agreed upon monies for work performed.
26. Plaintiff is damaged in the amount of \$8,467.50 for the value of the contract and labor performed.

FOURTH CAUSE OF ACTION FOR VIOLATION OF WAGE THEFT
PREVENTION ACT OF 2011

27. Plaintiff repeats and re-alleges the above mentioned paragraphs as fully stated herein.
28. Defendants never paid Plaintiff the wages that were rightfully due.
29. Defendants are in violation of the Wage Theft Prevention Act in 2011 amended in 2014, Fair Labor Standards Act, Article 6 of the New York Labor Law, and the No Wage Theft Loophole Act.

Wherefore, Plaintiff demands judgment against the Defendant in the sum of at least \$8,467.50, plus damages and interest, attorney's fees and disbursements, and for such other and further relief as this court deems just and proper.

Dated: Buffalo, New York
September 29, 2025

Matthew A. Lazroe
Attorney at Law
43 Court Street, Suite 1111
Buffalo, NY 14202
716-989-0090