

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----	)	Index No. 508999/2021
	)	
BRETT SMITH, TUAN PENG, and LINWOOD	)	Hon. Peter P. Sweeney
FULLAM, individually and on behalf of all others	)	
similarly situated,	)	AMENDED CLASS AND
	)	COLLECTIVE ACTION
Plaintiffs,	)	COMPLAINT
	)	
Vs	)	
	)	DEMAND FOR JURY TRIAL
ALTERYX, INC.,	)	
	)	
Defendant.	)	
-----	)	

Plaintiffs Brett Smith, Tuan Peng, and Linwood Fullam (“Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP, complaining of the conduct of Alteryx, Inc. (“Alteryx” or “Defendant”), upon personal knowledge as to themselves, and upon information and belief as to other matters, allege as follows:

PRELIMINARY STATEMENT

1. This lawsuit seeks to recover unpaid overtime compensation and other damages for Plaintiffs and similarly situated co-workers who have worked for Alteryx as exempt-classified inside salespeople (collectively, “Inside Sales Representatives”).
2. Alteryx is a software company with offices located in New York, California, Colorado, Texas, Illinois and Massachusetts.
3. Alteryx sells a self-service data analytics platform to business clients. Alteryx employs Inside Sales Representatives, such as Plaintiffs, to make sales to current and prospective customers.
4. While employed by Alteryx, Plaintiffs and other Inside Sales Representatives

consistently worked more than 40 hours per workweek and more than 8 hours per day without receiving overtime compensation for all the hours they worked. Throughout the relevant period, it was Alteryx's policy to deprive Plaintiffs of their earned overtime wages in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code ("Cal. Lab. Code") and applicable Wage Orders and regulations of the California Industrial Welfare Commission, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the "California Wage Laws").

5. Alteryx assigns Inside Sales Representatives voluminous portfolios of leads and/or existing accounts. In order to maintain their portfolios and meet Alteryx's quotas, Plaintiffs and similarly situated employees work or worked long hours, often in excess of 40 hours per workweek and/or 8 hours per workday in order to complete required tasks.

6. During the relevant period, it has been Alteryx's policy to uniformly classify Inside Sales Representatives, including Plaintiffs, as exempt from federal and state overtime provisions and not to pay Inside Sales Representatives any overtime wages.

7. The primary duties of Inside Sales Representatives are non-exempt. These primary duties did not vary significantly from one Inside Sales Representative to another.

8. The primary duties of Inside Sales Representatives do not fall under any of the exemptions under federal or state overtime laws.

9. Plaintiffs and Inside Sales Representatives have worked overtime hours, as defined by applicable federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime hours worked.

10. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Inside Sales Representatives of Alteryx nationwide pursuant to the FLSA.

11. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all eligible persons who work or have worked for Alteryx as Inside Sales Representatives.

12. Plaintiffs also bring this action to recover unpaid overtime compensation and other damages for themselves and similarly situated current and former employees who work or have worked for Alteryx in California as a class action pursuant to under Article 9 of the New York Civil Practice Law and Rules under the California Wage Laws.

13. Plaintiff Linwood Fullam (“Plaintiff Fullam”) also brings this action on behalf of himself and similarly situated current and former employees who worked for Alteryx in California from April 12, 2020 through February 28, 2021 (“Aggrieved Employees”) to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”), Cal. Lab. Code, § 2698 *et seq.*, for violations of the California Labor Code as set forth herein.

JURISDICTION & VENUE

14. This Court has subject matter jurisdiction over this matter pursuant to 29 U.S.C § 216(b).

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

16. Venue is proper pursuant to CPLR § 501 because the parties contracted to venue in this county.

17. Notice of the PAGA claims asserted herein was provided to the California Labor & Workforce Development Agency (“LWDA”) on April 12, 2021. Plaintiffs simultaneously provided a copy of that notice by certified mail to Alteryx. The LWDA has not taken any action with regard to the notice.

THE PARTIES***Plaintiff Brett Smith***

18. Plaintiff Brett Smith (“Plaintiff Smith”) is a resident of Orange, California.

19. Plaintiff Smith was employed by Alteryx in its Irvine, California office as an Inside Sales Representative from approximately March 2015 through approximately April 2018.

20. At all times relevant to the Class and Collective Action Complaint, Plaintiff Smith was an “employee” within the meaning of all applicable statutes.

21. Plaintiff Smith regularly worked more than 40 hours in a workweek and/or 8 hours in a workday but was not paid for all hours he worked over 40 in a week or 8 in a day.

22. Plaintiff Smith filed his written consent form with the Court on April 16, 2021. *See* Doc. No. 3.

Plaintiff Tuan Peng

23. Plaintiff Tuan Peng (“Plaintiff Peng”) is a resident of Torrance, California.

24. Plaintiff Peng was employed by Alteryx in its Irvine, California office as an Inside Sales Representative from approximately December 2017 to approximately September 2018.

25. At all times relevant to the Class and Collective Action Complaint, Plaintiff Peng was an “employee” within the meaning of all applicable statutes.

26. Plaintiff Peng regularly worked more than 40 hours in a workweek and/or 8 hours in a workday but was not paid for all hours he worked over 40 in a week or 8 in a day.

27. Plaintiff Peng filed his written consent form with the Court on April 16, 2021. *See* Doc. No. 4.

Plaintiff Linwood Fullam

28. Plaintiff Fullam is a resident of Long Beach, California.

29. Plaintiff Fullam was employed by Alteryx in its Irvine, California office as an Inside Sales Representative from approximately January 2019 through approximately November 2020.

30. At all times relevant to the Class and Collective Action Complaint, Plaintiff Fullam was an “employee” within the meaning of all applicable statutes.

31. Plaintiff Fullam regularly worked more than 8 hours per day and 40 hours in a workweek but was not paid for all hours he worked over 8 hours per day and 40 hours per workweek.

32. Plaintiff Fullam filed his written consent form with the Court on April 16, 2021. *See* Doc. No. 5.

Defendant Alteryx, Inc.

33. Upon information and belief, Alteryx is a corporation formed under the laws of the State of Delaware with a principal place of business in Irvine, California and an office in New York.

34. Upon information and belief, Alteryx has maintained control, oversight, and direction over its operations and employment practices.

35. At all times hereinafter mentioned, Alteryx was Plaintiffs’ “employer” within the meaning of all applicable statutes.

36. At all relevant times, Alteryx maintained control, oversight, and direction over Plaintiffs and other Inside Sales Representatives, including timekeeping, payroll, and other employment practices that applied to them.

37. Alteryx has applied the same employment policies, practices, and procedures to all Inside Sales Representatives nationwide, including policies, practices, and procedures with respect

to payment of overtime compensation.

38. Alteryx's annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

39. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and similarly situated persons who work or have worked for Alteryx as an Inside Sales Representative ("FLSA Collective").

40. Upon information and belief, there are dozens of current and former Inside Sales Representatives who are similarly situated to Plaintiffs and were denied overtime compensation.

41. Plaintiffs are acting on behalf of Alteryx's current and former Inside Sales Representatives' interests as well as their own interests in bringing this action.

42. Alteryx unlawfully required Plaintiffs and all individuals employed as Inside Sales Representatives to work in excess of 40 hours per week without paying them overtime compensation at a rate of at least one and one-half times their regular hourly rate for all overtime hours worked. Alteryx was aware or should have been aware that the law required it to pay non-exempt employees, including Plaintiffs and the FLSA Collective, an overtime premium of one and one-half times their regular rate of pay for all work-hours Alteryx suffered or permitted them to work in excess of 40 per workweek. Upon information and belief, Alteryx applied the same unlawful policies and practices to all Inside Sales Representatives.

43. The FLSA Collective members are readily identifiable and can be located through the use of the Alteryx's records. The FLSA Collective should be notified of and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the FLSA Collective, who have been unlawfully deprived of overtime pay in violation of the

FLSA, will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by Alteryx.

CLASS ACTION ALLEGATIONS

44. Plaintiffs bring the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action on their own behalf and as a class action under Article 9 of the New York Civil Practice Law and Rules on behalf of Inside Sales Representatives employed by Alteryx in California at any time between November 12, 2016 and February 28, 2021 (the “Class Period”).

45. Excluded from the Class are Alteryx’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Alteryx; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; Class Members who released Alteryx from wage and hour claims arising during the Class Period on or before February 28, 2021; and all persons who will submit timely and otherwise proper requests for exclusion from the Class.

46. The persons in the Class are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the facts on which the calculation of that number can be based are presently within the sole control of Alteryx.

47. Upon information and belief, the size of the Class is at least 87 individuals.

48. The Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action are properly maintainable as a class action under CPLR § 901. There are questions of law and fact common to the Class that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- a. Whether Alteryx unlawfully failed to pay the Class Members all overtime compensation owed;

- b. Whether Alteryx has unlawfully failed to keep and furnish the Class Members with timely, accurate, and itemized records of hours worked;
- c. Whether Alteryx has unlawfully failed to timely pay wages due during employment and upon separation;
- d. Whether Alteryx has unlawfully failed to furnish the Class Members with proper meal and rest breaks; and
- e. The nature and extent of the Class Members' injuries and the appropriate measure of their damages.

49. Plaintiffs fairly and adequately protect the interests of the Class and have no interests antagonistic to the class. Plaintiffs are represented by attorneys who are experienced and competent in both class litigation and employment litigation.

50. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

51. Further, Plaintiffs and the Class have been equally affected by the Alteryx's failure to pay proper wages and other violations. Moreover, members of the Class still employed by the Alteryx may be reluctant to raise individual claims for fear of retaliation.

52. Alteryx has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

53. Plaintiffs' claims are typical of those of the Class. Plaintiffs and the other Class Members were subjected to the Alteryx's policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records. Plaintiffs' claims are typical of those of the other class members.

54. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where an individual plaintiff may lack the financial resources to vigorously prosecute a lawsuit in court against a corporate defendant. The members of the Class have been damaged and are entitled to recovery as a result of Alteryx's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Alteryx's practices.

COMMON FACTUAL ALLEGATIONS

55. Plaintiffs and the members of the FLSA Collective and the Class have been victims of Alteryx's common policy and plan that has violated their rights under the FLSA and California Wage Laws by improperly classifying Inside Sales Representatives as overtime exempt, requiring them to work in excess of 40 hours per week and in excess of 8 hours per day, and denying them overtime compensation. At all times relevant, Alteryx's unlawful policy and pattern or practice has been willful.

56. Inside Sales Representatives' primary duties were non-exempt duties, specifically, identifying business opportunities, engaging with potential and existing customers by phone, email, social media, and web meetings, and making sales of Alteryx's products.

57. Although Inside Sales Representatives were eligible to earn commissions based on various performance indicators, these commissions did not constitute the majority of their earnings.

58. Throughout their employment, Plaintiffs and Class and Collective Members consistently worked more than 40 hours per week and/or 8 hours per day.

59. Alteryx was aware that Plaintiffs and Class and Collective Members worked more than 40 hours per workweek and/or 8 hours per day, yet Alteryx failed to pay them any overtime compensation.

60. Alteryx did not keep accurate records of hours worked by Plaintiffs. That is, Plaintiffs' hours were not accurately recorded on pay stubs, and Plaintiffs were never required to clock in or out, or otherwise record their time.

61. All of the work performed by Plaintiffs and Class and Collective Members was assigned by Alteryx and Alteryx was aware that Plaintiffs and Class and Collective Members regularly worked overtime hours.

62. Alteryx failed to pay Plaintiffs and Collective Members time and one-half for all hours worked over 40 in a workweek in violation of the FLSA.

63. Alteryx failed to pay Plaintiffs and Class Members overtime compensation for all of their overtime hours worked, including for any of the overtime hours they worked over 40 in a workweek and/or over 8 in a workday.

64. Alteryx failed to furnish Plaintiffs and Class Members with an accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

65. Alteryx failed to timely pay Plaintiffs and Class Members all wages earned and

unpaid at the time of separation from employment.

66. Plaintiffs and all Class Members who ceased employment with Alteryx are entitled to unpaid compensation, but to date have not received such compensation.

67. Alteryx failed to timely pay Plaintiffs and Class Members all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

68. Alteryx failed to provide Plaintiffs and Class Members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten-hour shifts, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

69. Alteryx failed to authorize and permit Plaintiffs and Class Members to take rest periods at the rate of ten minutes net rest time for each four hours of work, or major fraction thereof, as required by the California Wage Laws.

70. As part of its regular business practice, Alteryx intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA and California Wage Laws.

71. Alteryx's policy and pattern or practice includes but is not limited to:

- a. willfully misclassifying Plaintiffs and Class Members as exempt from the protections of federal and state overtime laws;
- b. willfully failing to record the time that its employees, including Plaintiffs and Class Members, worked for the benefit of Alteryx;
- c. willfully failing to keep payroll records as required by the FLSA and California Wage Laws;

d. willfully failing to timely pay wages as required by the California Wage Laws; and

e. willfully failing to pay its employees, including Plaintiffs and Class Members, overtime wages for all of the overtime hours that they worked.

72. Alteryx was or should have been aware that the FLSA and the California Wage Laws require it to pay its Inside Sales Representatives overtime compensation for all hours worked in excess of 8 hours per day or 40 per week.

73. Alteryx's failure to pay Plaintiffs and Class Members overtime wages for their work in excess of 8 hours per day or 40 hours per week was willful, intentional, and in bad faith.

74. Alteryx's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

FLSA – Overtime Wages

29 U.S.C. §§ 201, *et seq.*

(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)

75. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

76. Alteryx engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Complaint.

77. Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

78. At all relevant times, Plaintiffs and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

79. The overtime wage provisions set forth in §§ 201, *et seq.* of the FLSA apply to Alteryx.

80. Alteryx is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

81. At all times relevant, Plaintiffs were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

82. Alteryx failed to pay Plaintiffs and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

83. Alteryx's violations of the FLSA, as described in this Complaint, were willful and intentional.

84. Alteryx failed to make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiffs and other similarly situated current and former employees.

85. Because Alteryx's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

86. As a result of Alteryx's willful violations of the FLSA, Plaintiffs and all other similarly situated employees suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

87. As a result of the unlawful acts of Alteryx, Plaintiffs and other similarly situated current and former employees were deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION**California Wage Laws – Overtime Wages****California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194****(Brought by Plaintiffs Individually and on Behalf of the Class)**

88. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

89. California law requires employers, such as Alteryx, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

90. Plaintiffs and Class Members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

91. At all relevant times, Plaintiffs and Class Members worked in excess of 40 hours in a workweek and 8 hours in a workday.

92. At all relevant times, Alteryx failed and refused to pay Plaintiffs and Class Members overtime compensation.

93. As a direct and proximate result of Alteryx's unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Alteryx in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statutory and other applicable law.

THIRD CAUSE OF ACTION**California Wage Laws – Record-Keeping Violations****California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 1174 & 1174.5****(Brought by Plaintiffs Individually and on Behalf of the Class)**

94. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

95. At all times relevant herein, Alteryx has failed to maintain accurate records of hours worked by Plaintiffs and Class Members as required under California Labor Code § 1174(d).

96. Plaintiffs and Class Members are entitled to and seek injunctive relief requiring Alteryx to comply with California Labor Code § 1174(d) and further seek the amount provided under California Labor Code § 1174.5.

FOURTH CAUSE OF ACTION

California Wage Laws – Record-Keeping Violations

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code § 226

(Brought by Plaintiffs Individually and on Behalf of the Class)

97. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

98. Alteryx knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Plaintiffs and Class Members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to Plaintiffs and Class Members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

99. Plaintiffs and Class Members are entitled to and seek injunctive relief requiring Alteryx to comply with California Labor Code § 226(a), and further seek the amount provided under California Labor Code § 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FIFTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 201, 202, & 203

(Brought by Plaintiffs Individually and on Behalf of the Class))

100. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

101. California Labor Code §§ 201 and 202 require Alteryx to pay its employees all

wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

102. Plaintiffs and Class Members who ceased employment with Alteryx are entitled to unpaid compensation, but to date have not received such compensation.

103. More than thirty (30) days have passed since Plaintiffs and certain Class Members left Alteryx's employ.

104. Plaintiffs, on behalf of themselves and Class Members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SIXTH CAUSE OF ACTION
California Wage Laws – Untimely Payment of Wages
Cal. Labor Code §§ 204, 210
(Brought by Plaintiffs Individually and on Behalf of the Class)

105. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

106. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

107. California Labor Code § 210(a) provides that persons who fail to pay wages as

provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

108. During the Relevant Period, Alteryx failed to pay Plaintiffs and Class Members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

109. Plaintiffs, on behalf of themselves and Class Members, seek waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SEVENTH CAUSE OF ACTION

**California Wage Laws – Meal and Rest Period Provisions
Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 218.5, 226.7, & 512
(Brought by Plaintiffs Individually and on Behalf of the Class)**

110. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if they were set forth again herein.

111. Plaintiffs and Class Members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

112. Plaintiffs and Class Members regularly work and/or have worked in excess of three and one-half hours without being authorized and permitted to take rest periods at the rate of ten minutes net rest time per four hours or major fraction thereof, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

113. As a result of Alteryx's failure to afford proper meal and rest periods, Alteryx is

liable to Plaintiffs and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal or rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, §§ 11-12.

EIGHTH CAUSE OF ACTION

**California Wage Laws – Unfair Competition
California Business & Professions Code §§ 17200, *et seq.*
(Brought by Plaintiffs Individually and on Behalf of the Class)**

114. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

115. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

116. Beginning at a date unknown to Plaintiffs, but at least as long ago as four years prior to the filing of the Class and Collective Action Complaint, Alteryx committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Alteryx’s conduct as alleged herein has injured Plaintiffs and Class Members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

117. Alteryx engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-204;
- c. Cal. Lab. Code § 1194;
- d. Cal. Lab. Code § 226;

- e. Cal. Lab. Code § 226.7;
- f. Cal. Lab. Code § 1174; and
- g. Cal. Lab. Code § 510.

118. Alteryx's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Alteryx's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

119. The unlawful and unfair business practices and acts of Alteryx, described above, have injured Plaintiffs and Class Members in that they were wrongfully denied the payment of earned overtime wages.

120. Plaintiffs, individually and on behalf of the Class, seek recovery of attorneys' fees and costs of this action to be paid by Alteryx, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

121. Plaintiffs, individually and on behalf of the Class, seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

NINTH CAUSE OF ACTION

PAGA Penalties for Overtime Violations

Cal. Labor Code §§ 510, 1194, 1198; Wage Order Nos. 4-2001 & 7-2001

(Brought by Plaintiff Fullam on Behalf of Himself and Aggrieved Employees)

122. Plaintiff Fullam realleges and incorporates by reference all allegations in all preceding paragraphs.

123. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 510, 1194, 1198, and Wage Order Nos. 4-2001 & 7-2001, which require overtime pay for time worked over eight hours in a day or over 40 hours in a week.

124. Although Plaintiff Fullam and Aggrieved Employees worked more than eight hours in a day or 40 hours in a week, Alteryx had a policy and practice of failing and refusing to pay them overtime and thus violated the above-referenced provisions of the Labor Code.

125. Plaintiff Fullam, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 558 and 2699 and attorneys' fees and costs.

TENTH CAUSE OF ACTION

PAGA Penalties for Wage Statement Violations

Cal. Labor Code §§ 226(a), 226.3, 1174(d), & 1174.5

(Brought by Plaintiff Fullam on Behalf of Himself and Aggrieved Employees)

126. Plaintiff Fullam realleges and incorporates by reference all allegations in all preceding paragraphs.

127. The foregoing conduct, as alleged, constituted a violation of California Labor Code § 226, which provides requirements for properly itemized wage statements.

128. Alteryx knowingly and intentionally failed to provide timely, accurate, and itemized wage statements including, *inter alia*, hours worked, to Plaintiff Fullam and Aggrieved Employees in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to Plaintiff Fullam and the Aggrieved Employees, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

129. Plaintiff Fullam, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

**PAGA Penalties for Failure to Timely Pay Wages Due upon Termination
Cal. Labor Code §§ 201, 202, & 203
(Brought by Plaintiff Fullam on Behalf of Himself and Aggrieved Employees)**

130. Plaintiff Fullam realleges and incorporates by reference all allegations in all preceding paragraphs.

131. California Labor Code §§ 201 and 202 require Alteryx to pay its employees all wages due within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

132. Plaintiff Fullam and all Aggrieved Employees who ceased employment with Alteryx are entitled to unpaid compensation, but to date have not received such compensation.

133. More than thirty (30) days have passed since Plaintiff Alteryx and certain Aggrieved Employees left Alteryx's employ.

134. As a consequence of Alteryx's willful conduct of not paying compensation for all hours worked, Plaintiff Fullam, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate relief under PAGA.

TWELFTH CAUSE OF ACTION**PAGA Penalties for Wage Payment Violations****Cal. Labor Code §§ 204, 210****(Brought by Plaintiff Fullam on Behalf of Himself and Aggrieved Employees)**

135. Plaintiff Fullam realleges and incorporates by reference all allegations in all preceding paragraphs.

136. Under California Labor Code § 204, labor performed between the 1st and 15th days of any calendar month will be paid for between the 16th and the 26th of that month, and that labor performed between the 16th and the last day of any calendar month will be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

137. During the relevant time period, Alteryx failed to pay Plaintiff Fullam and Aggrieved Employees in a timely manner all of their wages earned, in violation of California Labor Code § 204.

138. According to California Labor Code § 210, “In addition to, and entirely independent and apart from, any other penalty in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

139. Plaintiff Fullam, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

THIRTEENTH CAUSE OF ACTION

PAGA Penalties for Meal and Rest Period Violations

**Cal. Labor Code §§ 218.5, 226.7 & 512, Wage Order Nos. 4-2001 & 7-2001
(Brought by Plaintiff Fullam on Behalf of Himself and Aggrieved Employees)**

140. Plaintiff Fullam realleges and incorporates by reference all allegations in all preceding paragraphs.

141. Plaintiff Fullam and Aggrieved Employees regularly worked in excess of five-hour shifts without being afforded at least a half-hour meal break during which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

142. Plaintiff Fullam and the Aggrieved Employees regularly worked in excess of three and one-half hours without being authorized and permitted to take rest periods at the rate of ten minutes net rest time per four hours or major fraction thereof, as required by California Labor Code §§ 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

143. Plaintiff Fullam, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the FLSA Collective and the Class, request the following relief:

- A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of their right to join this action pursuant to 29 U.S.C. § 216(b);
- B. Certification of this action as a class action on behalf of the Class;
- C. Designation of Plaintiffs as Representatives of the Class they seek to represent;
- D. Designation of Plaintiffs' counsel of record as Class Counsel for the Class;
- E. An award of damages, liquidated damages, and restitution to be paid by Defendant according to proof;
- F. Appropriate statutory penalties;
- G. Civil penalties provided, per violation, under the Private Attorney General Act, California Labor Code §§ 2698, *et seq.*;
- H. Appropriate equitable and injunctive relief to remedy violations;
- I. Reasonable service awards to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the FLSA Collective and/or the Class and for the risks they took in doing so;
- J. Attorneys' fees and costs of suit;
- K. Prejudgment and post-judgment interest, as provided by law; and
- L. Such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Dated: New York, New York
June 17, 2021

Respectfully submitted,

/s/ Melissa L. Stewart

Melissa L. Stewart

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Class and Collective*