

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

KELLY BLACK, CHIDUBEM ANYANWU,
LAURA BARRERA, CAROLINE FILAN,
CAROLINE HARRIS, MICHELLE SIMS, NICOLE
TANG, SAMHAOIR RULAND, SAMANTHA
RYAN, and LEORA VAINSELBOIM, on behalf of
themselves and all others similarly situated,

Plaintiffs,

-against-

ALPHASIGHTS INC.,

Defendant.

Index No.

CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhaoir Ruland, Samantha Ryan, and Leora Vainshelboim (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP, complaining of the conduct of Defendant AlphaSights Inc. (“AlphaSights” or “Defendant”), upon personal knowledge as to themselves and upon information and belief as to all other matters, allege as follows:

PRELIMINARY STATEMENT

1. This lawsuit seeks to recover unpaid overtime compensation and other damages for Plaintiffs and similarly situated employees who have worked as exempt-classified associates at AlphaSights during the relevant period (“Associates”).

2. During the relevant period, Defendant has classified Associates, including Plaintiffs, as exempt from federal and state overtime protections and not paid Associates any overtime wages.

3. The primary duties of Associates are non-exempt. Those primary duties did not vary significantly from one Associate to another.

4. The primary duties of Associates do not fall under any of the exemptions under applicable federal or state overtime laws.

5. While employed by Defendant, Plaintiffs regularly worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation for the hours they worked. Throughout the relevant period, Defendant failed to pay Plaintiffs their earned overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*; the New York Labor Law (“NYLL” or “N.Y. Lab. Law”), N.Y. Lab. Law, Article 19 §§ 650, *et seq.*, and Article 6, §§ 190, *et seq.*, and the supporting New York State Department of Labor Regulations (collectively, the “New York Wage Laws”); and the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

6. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Associates who have worked for Defendant nationwide, pursuant to the FLSA.

7. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all persons who work or have worked for Defendant as Associates.

8. Plaintiffs Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim (“New York Plaintiffs”) also bring this action to recover damages for themselves and similarly situated current and former employees who worked for Defendant as Associates in New York during the

relevant period as a CPLR 901 *et seq.* class action for Defendant's violations of the New York Wage Laws regarding overtime compensation, wage statements, and wage notices as set forth herein.

9. Plaintiff Kelly Black ("California Plaintiff" or "Plaintiff Black") also brings this action to recover damages for herself and similarly situated current and former employees who worked for Defendant as Associates in California as a CPLR 901 *et seq.* class action for Defendant's violations of the California Wage Laws regarding overtime compensation, wage statements, meal periods, rest breaks, and timing of pay claims, as set forth herein.

10. California Plaintiff has provided written notice to the California Labor and Workforce Development Agency ("LWDA") of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3. In accordance with Cal. Lab. Code § 2699.3(a)(2)(A), California Plaintiff will amend this Class and Collective Action Complaint to assert claims pursuant to California's Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* on behalf of herself and other current and former employees as well as the general public to recover for violations of the California Labor Code.

JURISDICTION & VENUE

11. This Court has jurisdiction over this action pursuant to CPLR § 301, N.Y. Lab. Law § 198 and 29 U.S.C. § 216(b).

12. Venue is proper in this county pursuant to CPLR § 501.

THE PARTIES

Plaintiffs

Plaintiff Chidubem Anyanwu

13. Plaintiff Anyanwu was employed by Defendant in New York from approximately January 2021 to August 2021.

14. Plaintiff Anyanwu was an “employee” of Defendant within the meaning of the applicable statutes.

15. Plaintiff Anyanwu regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

16. A written consent form signed by Plaintiff Anyanwu is attached hereto as **Exhibit A**.

Plaintiff Laura Barrera

17. Plaintiff Barrera was employed by Defendant in New York from approximately July 2021 to October 2021.

18. Plaintiff Barrera was an “employee” of Defendant within the meaning of the applicable statutes.

19. Plaintiff Barrera regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

20. A written consent form signed by Plaintiff Barrera is attached hereto as **Exhibit B**.

Plaintiff Caroline Filan

21. Plaintiff Filan was employed by Defendant in New York from approximately September 2019 to July 2020.

22. Plaintiff Filan was an “employee” of Defendant within the meaning of the applicable statutes.

23. Plaintiff Filan regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

24. A written consent form signed by Plaintiff Filan is attached hereto as **Exhibit C**.

Plaintiff Caroline Harris

25. Plaintiff Harris was employed by Defendant in New York from approximately July 2021 to December 2021.

26. Plaintiff Harris was an “employee” of Defendant within the meaning of the applicable statutes.

27. Plaintiff Harris regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

28. A written consent form signed by Plaintiff Harris is attached hereto as **Exhibit D**.

Plaintiff Michelle Sims

29. Plaintiff Sims was employed by Defendant in New York from approximately September 2019 to January 2020.

30. Plaintiff Sims was an “employee” of Defendant within the meaning of the applicable statutes.

31. Plaintiff Sims regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

32. A written consent form signed by Plaintiff Sims is attached hereto as **Exhibit E**.

Plaintiff Nicole Tang

33. Plaintiff Tang was employed by Defendant in New York from approximately July 2021 to November 2021.

34. Plaintiff Tang was an “employee” of Defendant within the meaning of the applicable statutes.

35. Plaintiff Tang regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

36. A written consent form signed by Plaintiff Tang is attached hereto as **Exhibit F**.

Plaintiff Samhaoir Ruland

37. Plaintiff Ruland was employed by Defendant in New York from approximately September 2020 to May 2021.

38. Plaintiff Ruland was an “employee” of Defendant within the meaning of the applicable statutes.

39. Plaintiff Ruland regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

40. A written consent form signed by Plaintiff Ruland is attached hereto as **Exhibit G**.

Plaintiff Samantha Ryan

41. Plaintiff Ryan was employed by Defendant in New York from approximately July 2021 to December 2021.

42. Plaintiff Ryan was an “employee” of Defendant within the meaning of the applicable statutes.

43. Plaintiff Ryan regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

44. A written consent form signed by Plaintiff Ryan is attached hereto as **Exhibit H**.

Plaintiff Leora Vainshelboim

45. Plaintiff Vainshelboim was employed by Defendant in New York from approximately July 2021 to November 2021.

46. Plaintiff Vainshelboim was an “employee” of Defendant within the meaning of the applicable statutes.

47. Plaintiff Vainshelboim regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

48. A written consent form signed by Plaintiff Vainshelboim is attached hereto as **Exhibit I**.

Plaintiff Kelly Black

49. Plaintiff Black was employed by Defendant in California from approximately January 2021 to August 2021.

50. Plaintiff Black was an “employee” of Defendant within the meaning of the applicable statutes.

51. Plaintiff Black regularly worked overtime, but was not paid an overtime premium for hours she worked over 40 per week, 8 hours per day, or 12 hours per day.

52. A written consent form signed by Plaintiff Black is attached hereto as **Exhibit J**.

Defendant AlphaSights Inc.

53. Upon information and belief, Defendant AlphaSights Inc. is incorporated in Delaware and headquartered in New York, New York.

54. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices nationwide.

55. At all times hereinafter mentioned, Defendant was Plaintiffs' "employer" within the meaning of all applicable statutes.

56. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiffs and other Associates, including payroll and other employment practices that applied to them.

57. Defendant has applied the same employment policies, practices, and procedures to all Associates nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

58. Defendant'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

59. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for

Defendant as Associates nationwide since May 25, 2020 and who elect to opt-in to this action (hereinafter referred to as the “FLSA Collective”).

60. Upon information and belief, there are hundreds of current and former Associates who are similarly situated to Plaintiffs and were not paid overtime compensation.

61. Plaintiffs are acting on behalf of Defendant’s current and former Associates’ interests as well as their own interests in bringing this action.

62. Plaintiffs and others employed as Associates worked in excess of 40 hours per week without being paid overtime compensation at a rate of one and one-half times their regular hourly rate for all overtime hours worked.

63. Defendant should have been aware that the law required it to pay 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 Defendant suffered or permitted them to work in excess of 40 per workweek.

64. Upon information and belief, Defendant applied the same policies and practices to its Associates nationwide.

65. The FLSA Collective members are readily identifiable and locatable through the use of Defendant’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).

NEW YORK CLASS ALLEGATIONS

66. The New York Plaintiffs bring the Second through Fourth Causes of Action on their own behalf and as a class action, pursuant to CPLR 901 *et seq.*, on behalf of the following class of persons:

All Associates who are currently or have been employed by Defendant in New York at any time since May 25, 2017 (hereinafter referred to as the “New York Class” and the “New York Class Period,” respectively).

67. The persons in the New York 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 Defendant.

68. Upon information and belief, the size of the New York Class is at least 100 individuals.

69. The Second through Fourth Causes of Action are properly maintainable as a class action under CPLR 901 *et seq.* There are questions of law and fact common to the New York Class that predominate over any questions solely affecting individual members of the New York Class, including but not limited to:

- a. whether Defendant misclassified the New York Plaintiffs and New York Class members as overtime exempt;
- b. whether Defendant failed to keep accurate time records for all hours worked by the New York Plaintiffs and the New York Class;
- c. whether Defendant failed to pay proper overtime compensation to the New York Plaintiffs and the New York Class;
- d. whether Defendant failed to furnish the New York Plaintiffs and New York Class with a complete and accurate wage statement of, *inter alia*, regular and overtime hours worked, overtime rate, and employer phone number as required by N.Y. Lab. Law § 195;
- e. whether Defendant failed to furnish the New York Plaintiffs and New York Class with a proper wage notice required by N.Y. Lab. Law § 195;
- f. the nature and extent of New York Class-wide injury and the appropriate measure of damages sustained by the New York Plaintiffs and the New York Class;
- g. whether Defendant acted willfully or with reckless disregard in its failure to pay the New York Plaintiffs and the New York Class; and

- h. the nature and extent of class-wide injury and the measure of damages for those injuries.

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

71. 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 court against a corporate defendant. The members of the New York Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. 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.

72. Further, the New York Plaintiffs and New York Class have been equally affected by Defendant's failure to pay proper wages and other violations.

73. The New York Plaintiffs' claims are typical of those of the New York Class. The New York Plaintiffs and the other New York Class members were subjected to Defendant's policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records.

CALIFORNIA CLASS ALLEGATIONS

74. Plaintiff Kelly Black brings the Fifth through Tenth Causes of Action on her own behalf and as a class action, pursuant to CPLR 901 *et seq.*, on behalf of the following class of persons:

All Associates who are currently or have been employed by Defendant in California at any time since May 25, 2019 (hereinafter referred to as the “California Class” and the “California Class Period,” respectively).

75. The persons in the California 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 Defendant.

76. Upon information and belief, the size of the California Class is at least 100 individuals.

77. The Fifth through Tenth Causes of Action are properly maintainable as a class action under CPLR 901 *et seq.* There are questions of law and fact common to the California Class that predominate over any questions solely affecting individual members of the California Class, including but not limited to:

- a. whether Defendant misclassified the California Class members as overtime exempt;
- b. Whether Defendant unlawfully failed to pay the California Class members all overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1174.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- c. Whether Defendant unlawfully failed to keep and furnish the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Labor Code §§ 226 and 1174;
- d. Whether Defendant unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, and 204;

- e. Whether Defendant unlawfully failed to furnish the California Class members with proper meal breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;
- f. Whether Defendant unlawfully failed to furnish the California Class members with proper rest breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, Wage Order Nos. 4-2001 and 7-2001, § 12, and other applicable wage orders; and
- g. The nature and extent of the California Class members' injuries and the appropriate measure of their damages.

78. The California Plaintiff fairly and adequately protects the interests of the California Class and has no interests antagonistic to the class. The California Plaintiff is represented by attorneys who are experienced and competent in both class litigation and employment litigation.

79. 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 court against a corporate defendant. The members of the California Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. 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.

80. Further, the California Plaintiff and the California Class have been equally affected by Defendant's failure to pay proper wages and other violations.

81. The California Plaintiff's claims are typical of those of the California Class. The California Plaintiff and the other California Class members were subjected to Defendant's

policies, practices, programs, procedures, protocols, and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records.

COMMON FACTUAL ALLEGATIONS

82. Plaintiffs and the members of the FLSA Collective and the New York and California Classes (collectively, “Class Members”) have had their rights under the FLSA, New York Wage Laws, and/or California Wage Laws willfully violated by Defendant suffering or permitting them to work in excess of 40 hours per week and in excess of 8 or 12 hours per day, and not providing them overtime compensation for all overtime hours worked.

83. Defendant failed to pay Plaintiffs and Class Members overtime compensation for their overtime hours worked, including for any of the overtime hours they worked over 8 or 12 hours in a workday, in violation of the California Wage Laws, and over 40 in a workweek, in violation of the FLSA, New York Wage Laws, and California Wage Laws.

84. Defendant failed to pay the New York Plaintiffs and New York Class members with an accurate and complete itemized wage statement showing, inter alia, regular and overtime hours worked, overtime rate, and employer phone number as required by the New York Wage Law.

85. Defendant failed to furnish the New York Plaintiffs and New York Class members with a proper wage notice as required by the New York Wage Laws.

86. Defendant failed to furnish the California Plaintiff and the California Class members with a complete and accurate itemized wage statement showing, inter alia, total hours worked, and all applicable rates and the corresponding number of hours worked at each hourly rate as required by the California Wage Laws.

87. Defendant failed to timely pay the California Plaintiff and the California Class members all wages earned and unpaid at the time of separation from employment.

88. The California Plaintiff and all California Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

89. Defendant failed to timely pay the California Plaintiff and the California Class members all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

90. Defendant failed to provide the California Plaintiff and California 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 hours, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

91. Defendant failed to provide the California Plaintiff and California Class members with at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

92. As part of its regular business practice, Defendant engaged in actions that violated the FLSA, New York Wage Laws, and California Wage Laws.

93. Defendant's actions include but are not limited to:

- a. misclassifying Associates as overtime exempt;
- b. failing to pay Associates overtime wages for hours that they worked in excess of 40 hours per workweek; and
- c. failing to keep payroll records as required by the FLSA, New York Wage Laws, and California Wage Laws.

94. Defendant should have been aware that the FLSA, the New York Wage Laws, and the California Wage Laws required them to pay Associates an overtime premium for hours worked in excess of 40 per week or in excess of 8 or 12 per day.

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)

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

96. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

97. Defendant employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and failed to compensate Plaintiffs for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1).

98. Plaintiffs have expressed their consent to make these claims against Defendant by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

99. Because Defendant's violations of the FLSA were willful and not in good faith, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

100. As a consequence of the underpayment of wages, alleged above, Plaintiffs and members of the FLSA Collective have incurred damages thereby and Defendant is indebted to them in the amount of the unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs in an amount to be determined at trial.

SECOND CAUSE OF ACTION**NYLL – Unpaid Overtime****N.Y. Lab. Law §§ 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2****(Brought by the New York Plaintiffs Individually and on Behalf of the New York Class)**

101. The New York Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

102. Defendant employed the New York Plaintiffs and members of the New York Class for workweeks longer than 40 hours and failed to compensate the New York Plaintiffs and the New York Class for all of their time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of the NYLL.

103. By the course of conduct set forth above, Defendant has violated N.Y. Lab. Law §§ 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2.

104. Defendant failed to keep, make, preserve, maintain, and furnish accurate records of time worked by the New York Plaintiffs and members of the New York Class.

105. Defendant failed to pay overtime compensation for all hours worked to the New York Plaintiffs and members of the New York Class.

106. Defendant's failure to pay overtime compensation to the New York Plaintiffs and members of the New York Class was willful within the meaning of N.Y. Lab. Law § 663.

107. As a consequence of the underpayment of wages, alleged above, the New York Plaintiffs and the New York Class members have incurred damages and Defendant is indebted to them in the amount of the unpaid overtime compensation and such other legal and equitable relief due to Defendant's unlawful conduct, as the Court deems just and proper.

108. The New York Plaintiffs and the New York Class members seek recovery of liquidated damages, interest, attorneys' fees, and costs to be paid by Defendant as provided by the NYLL.

THIRD CAUSE OF ACTION

NYLL – Failure to Provide Complete and Accurate Wage Statements

N.Y. Lab. Law, Article 6, §§ 190 *et seq.*

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

109. The New York Plaintiffs reallege and incorporate by reference herein all allegations in all preceding paragraphs.

110. Defendant failed to supply the New York Plaintiffs and members of the New York Class with complete and accurate statement of wages as required by N.Y. Lab. Law § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay; the number of hours worked, including overtime hours worked; deductions; and net wages.

111. Due to Defendant's violations of N.Y. Lab. Law § 195, the New York Plaintiffs and members of the New York Class are each entitled to damages of \$250 for each work day that Defendant failed to provide accurate wage statements, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, plus reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION

NYLL – Failure to Provide Compliant Wage Notices

N.Y. Lab. Law, Article 6, §§ 190 *et seq.*

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

112. The New York Plaintiffs reallege and incorporate by reference herein all allegations in all preceding paragraphs.

113. On information and belief, Defendant failed to supply the New York Plaintiffs and members of the New York Class with accurate wage notices as required by N.Y. Lab. Law § 195, in English or in the language identified by the employee as their primary language, containing the employee's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay; the regular pay day designated by the employer in accordance with N.Y. Lab. Law § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

114. Due to Defendant's violations of N.Y. Lab. Law § 195, the New York Plaintiffs and members of the New York Class are each entitled to damages of \$50 for each work day that Defendant failed to provide a wage notice, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, plus reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION

California Wage Laws – Overtime Wages

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

(Brought by the California Plaintiff Individually and on Behalf of the California Class)

115. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

116. California law requires employers, such as Defendant, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day, and to pay double the regular rate of pay for work performed in excess of 12 hours per day.

117. The California Plaintiff and California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

118. At all relevant times, the California Plaintiff and the California Class members regularly worked in excess of 40 hours in a workweek, in excess of 8 hours in a workday, and in excess of 12 hours in a workday.

119. At all relevant times, Defendant failed to pay the California Plaintiff and the California Class members proper overtime compensation for all of their overtime hours worked.

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

SIXTH CAUSE OF ACTION

California Wage Laws – Wage Statement Violations

**California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5
(Brought by the California Plaintiff Individually and on Behalf of the California Class)**

121. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

122. Defendant failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to the California Plaintiff and the California 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 the California Plaintiff and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendant has failed to maintain accurate records

of hours worked by the California Plaintiff and the California Class members as required under Labor Code § 1174(d).

123. The California Plaintiff and the California Class members are entitled to seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.

SEVENTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 201, 202, & 203

(Brought by the California Plaintiff Individually and on Behalf of the California Class)

124. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

125. California Labor Code §§ 201 and 202 require Defendant to pay their 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 30 days of wages.

126. The California Plaintiff and all California Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

127. More than 30 days have passed since the California Plaintiff and certain California Class members left Defendant's employ.

128. The California Plaintiff, on behalf of herself and the California Class members, seeks 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.

EIGHTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 204 & 210

(Brought by the California Plaintiff Individually and on Behalf of the California Class)

129. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

130. 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.

131. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) \$100 for each failure to pay each employee for any initial violation; and (2) \$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.

132. During the relevant period, Defendant failed to pay the California Plaintiff and California Class members their overtime wages earned in a timely manner, in violation of California Labor Code § 204.

133. The California Plaintiff, on behalf of herself and the California Class members, seeks 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.

NINTH CAUSE OF ACTION

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

134. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth again herein.

135. The California Plaintiff and the California 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.

136. In addition, the California Plaintiff and the California Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

137. As a result of Defendant's failure to afford proper meal periods, Defendant is liable to the California Plaintiff and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

138. As a result of Defendant's failure to afford proper rest periods, Defendant is liable to the California Plaintiff and the California Class members for one hour of additional pay at the

regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

TENTH CAUSE OF ACTION

California Wage Laws – Unfair Competition

Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(Brought by Plaintiff Black Individually and on Behalf of the California Class)

139. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

140. 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.

141. Beginning at a date unknown to the California Plaintiff, but at least as long ago as four years prior to the filing of this action, Defendant committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts described herein. Defendant’s conduct as alleged herein has injured the California Plaintiff and the California Class members by denying them earned wages, and therefore was injurious to them.

142. Defendant 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 § 510;
- c. Cal. Lab. Code § 226;
- d. Cal. Lab. Code § 1174;
- e. Cal. Lab. Code § 201, 202, 203;
- f. Cal. Lab. Code § 204; and
- g. Cal. Lab. Code § 512.

143. Defendant's course of conduct and acts in violation of the California Wage Laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

144. The unlawful and unfair business practices and acts of Defendant, described above, have injured the California Plaintiff and the California Class members in that they were not paid overtime wages.

145. The California Plaintiff, individually and on behalf of the California Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and Cal. Lab. Code §§ 218, 218.5, and 1194.

146. The California Plaintiff, individually and on behalf of the California Class, seeks 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of other similarly situated persons, seek 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 New York Class and the California Class;
- C. Designation of Plaintiffs, respectively, as representatives of the New York Class and the California Class they seek to represent;
- D. Designation of Plaintiffs' counsel of record as Class Counsel for the New York Class and the California Class;
- E. An award of damages, liquidated damages, treble damages, and restitution to be paid by Defendant, according to proof;
- F. Appropriate statutory penalties and statutory damages;
- G. Appropriate equitable relief to remedy violations;
- H. 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 New York Class, and/or the California Class, and for the risks they took in doing so;
- I. Attorneys' fees and costs of suit;
- J. Prejudgment and post-judgment interest as provided by law; and
- K. Such other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

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

Dated: May 25, 2023
New York, New York

Respectfully submitted,

/s/ Melissa L. Stewart

Melissa L. Stewart

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