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RICKY FENG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

RICKY FENG, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

TWIST BIOSCIENCE CORPORATION, a
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24-CIV-02321

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (3) **WAITING TIME PENALTIES (LABOR
CODE §§ 201-203);**
- (4) **FAILURE TO REIMBURSE BUSINESS
EXPENSES (LABOR CODE §§ 2802,
2804);**
- (5) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (6) **CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698
et seq.)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Ricky Feng (“Plaintiff”), on behalf of himself and all others similarly situated, as
2 well as the State of California and other aggrieved employees, hereby brings this First Amended
3 Class and Representative Action Complaint against Twist Bioscience Corporation, a corporation;
4 and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, as well as the State
8 of California and other aggrieved employees, hereby brings this class and representative action
9 for recovery of unpaid wages and penalties under California Business and Professions Code
10 section 17200, *et. seq.*; Labor Code sections 201-204, 226, 510, 558, 1194, 1198, 2802 *et seq.*,
11 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition
12 to seeking declaratory relief and restitution. This class and representative action is brought
13 pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over
14 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
15 this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in San Mateo County. Defendants own, maintain offices, transact business, have an
20 agent or agents within San Mateo County, and/or otherwise are found within San Mateo County,
21 and Defendants are within the jurisdiction of this Court for purposes of service of process.
22 Defendant Twist Bioscience Corporation maintains its principal place of business and its “nerve
23 center” at 681 Gateway Blvd., South San Francisco, California 94080.

24 **PARTIES**

25 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times,
26 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
28 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices

complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 510, 558, 1194, 1198, 2802 *et seq.*, 2698 *et seq.*; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 1, which sets employment standards for the manufacturing industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a biotechnology company that manufactures synthetic DNA and DNA products, and that they employed Plaintiff and other similarly situated non-exempt employees within Sacramento County and the state of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
2 Members (as defined in Paragraph 16).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a non-exempt employee from
5 approximately June 2022 until approximately October 2023.

6 10. During Plaintiff's employment with Defendants, Plaintiff and other non-exempt
7 employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, as
8 well as over 12.0 hours in a workday, but Defendants failed to pay them overtime and/or double-
9 time compensation at one-and-one-half times (or two times in the case of double-time) their
10 "regular rate" of pay as required under Labor Code § 510 and Wage Order 1. Specifically, Plaintiff
11 and other non-exempt employees earned non-discretionary bonuses and other non-discretionary
12 pay, including but not limited to sign-on bonuses, restricted stock units (RSUs), and/or other
13 forms of compensation not excludable from the "regular rate" of pay (these forms of pay are
14 hereinafter referred to collectively as "Incentive Pay"), but Defendants failed to incorporate
15 Incentive Pay into the "regular rate" of pay when paying overtime and/or double-time
16 compensation. For example, Plaintiff was paid a \$2,000 "Signing Bonus" approximately 30 days
17 into his employment with Defendants. Pursuant to Plaintiff's offer letter, Plaintiff would "earn,
18 and be permitted to retain, the full amount of the Signing Bonus if you remain employed by the
19 Company through the one (1) year anniversary of your Start Date....[I]f before such one (1) year
20 anniversary date, your employment terminates for any reason, you will be required to immediately
21 re-pay all of the Signing Bonus no later than thirty (30) days following the last day of your
22 employment with the Company." The Signing Bonus was therefore a non-discretionary, flat-sum
23 bonus that was earned over the course of Plaintiff's first year of employment. However,
24 Defendants failed to incorporate the Signing Bonus into Plaintiff's "regular rate" of pay when
25 paying him overtime and/or double-time wages during the first year of his employment, nor did
26 Defendants make any sort of "true-up" payment to Plaintiff to incorporate the Signing Bonus into
27 the "regular rate" of pay retrospectively.

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1 11. Plaintiff’s offer letter also provided for an equity grant with a grant date value of
2 \$25,000 in the form of restricted stock units (“RSUs”) to vest at 1/4 on the one year anniversary
3 of his start date, and 1/16 quarterly thereafter on the same day of the month as his start date.
4 Defendants failed to include the value of those RSUs in the regular rate of pay when calculating
5 Plaintiff’s overtime and/or double-time wages in the time periods in which the RSUs were earned,
6 nor did Defendants make any sort of “true-up” payment to Plaintiff to incorporate the RSUs into
7 the “regular rate” of pay retrospectively. For example, Defendants issued Plaintiff a payment of
8 RSUs of \$1,359.96 on September 20, 2023, which was earned in the preceding quarter, in which
9 Plaintiff worked many hours of overtime and double-time. However, Defendants failed to
10 incorporate that amount in Plaintiff’s “regular rate” of pay and did not include any additional
11 overtime or double-time pay resulting from the RSU payments.

12 12. On information and belief, Defendants likewise have failed to incorporate Signing
13 Bonuses, RSU payments, and other Incentive Pay into the “regular rate” of pay of other non-
14 exempt employees, resulting in the under-payment of overtime and/or double-time wages.

15 13. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
16 expenses they incurred in the course of their employment. Specifically, Plaintiff and other non-
17 exempt employees were required to use their personal cellular phones to clock in and clock out
18 using the ADP app. Despite knowing that Plaintiff had used his personal cellular phone for work-
19 related purposes, Defendants failed to reimburse Plaintiff for any portion of his personal cellular
20 phone bill. On information and belief, Defendants have likewise failed to reimburse other non-
21 exempt employees for the use of their personal cellular phones for work purposes. As a result,
22 Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code
23 § 2802 and *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

24 14. As a result of Defendants’ failure to pay all earned wages (including but not limited
25 to overtime wages), Defendants have failed to pay all wages to Plaintiff and other formerly
26 employed non-exempt employees at the separation of their employment.

27 15. As a further result of Defendants’ failure to pay all earned wages, Defendants have
28 maintained inaccurate payroll records, and have issued inaccurate wage statements to Plaintiff

1 and other non-exempt employees. These failures resulted in employees' wage statements
2 including inaccurate information regarding, *inter alia*, gross wages earned, net wages earned, and
3 the rates of pay in effect in each pay period.

4 **CLASS ACTION ALLEGATIONS**

5 16. Class Definitions: Plaintiff bring this action on behalf of himself and the following
6 Classes pursuant to Section 382 of the Code of Civil Procedure:

7 a. The Overtime Class consists of all of Defendants' current and former non-exempt
8 employees in California who worked more than 8.0 hours in a workday and/or over 40.0
9 hours in a workweek, and earned Incentive Pay in a corresponding time period, at any time
10 from four years immediately preceding the filing of this action to the present.

11 b. The Expense Reimbursement Class consists of all of Defendants' non-exempt
12 employees in California who uses their personal cellular phones for work purposes,
13 including but not limited to clocking in and out using the ADP app, at any time from four
14 years immediately preceding the filing of this action through the present.

15 c. The Wage Statement Class consists of all members of the Overtime Class who
16 received a wage statement at any time from one year immediately preceding the filing of
17 this action through the present.

18 d. The Waiting Time Class consists of all members of the Overtime Class who are
19 no longer employed by Defendants and whose employment with Defendants ended at any
20 time from three years immediately preceding the filing of this action through the present.

21 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
22 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
23 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
24 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
25 Defendants' employment records.

26 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
27 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
28 situated employees, which predominate over questions affecting only individual members

including, without limitation to:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants reimbursed all expenses incurred by members of the Expense Reimbursement Class;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual Class members. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each Class member, such as Defendants' payroll, overtime, and expense reimbursement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned overtime wages, was not reimbursed for all business expenses incurred, was furnished with inaccurate wage statements, and was deprived of all final wages upon his separation of employment from Defendants.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
2 actions in state and federal courts in the past and are committed to vigorously prosecuting this
3 action on behalf of the members of the Classes.

4 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average worker from exploitation by
7 employers who have the responsibility to follow the laws and who may seek to take advantage of
8 superior economic and bargaining power in setting onerous terms and conditions of employment.
9 The nature of this action and the format of laws available to Plaintiff and members of the Classes
10 make the class action format a particularly efficient and appropriate procedure to redress the
11 violations alleged herein. If each employee were required to file an individual lawsuit, Defendants
12 would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the
13 limited resources of each individual plaintiff with their vastly superior financial and legal
14 resources. Moreover, requiring each member of the Classes to pursue an individual remedy would
15 discourage the assertion of lawful claims by employees who would be disinclined to file an action
16 against their former and/or current employer for real and justifiable fear of retaliation and
17 permanent damages to their careers at subsequent employment. Further, the prosecution of
18 separate actions by individual employees would create a substantial risk of inconsistent or varying
19 verdicts or adjudications with respect to the individual class members against Defendants herein;
20 and which would establish potentially incompatible standards of conduct for Defendants. Further,
21 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
22 individual prosecution considering all of the concomitant costs and expenses attending thereto.
23 As such, the Classes identified in Paragraph 16 are maintainable under Code Civ. Proc. § 382.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

27 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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1 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
2 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
3 overtime hours worked and provide a private right of action for the failure to pay all overtime
4 compensation for overtime work performed.

5 25. At all times relevant herein, Defendants were required to properly compensate
6 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
7 Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an
8 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
9 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
10 on the seventh consecutive workday in a workweek. Wage Order 1, § 3 also requires an employer
11 to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
12 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

13 26. As alleged herein, Defendants have caused Plaintiff and Overtime Class members
14 to work overtime hours but have not compensated them at one and one-half times (or two times)
15 their regular rate of pay for such hours.

16 27. The foregoing policies/practices are unlawful and create entitlement to recovery
17 by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums
18 owing, interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to
19 Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **WAGE STATEMENT VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
26 and the Wage Statement Class with accurate and complete itemized wage statements that
27 included, among other requirements, all wages earned and each hourly rate in effect during the
28 pay period, in violation of Labor Code § 226.

30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their earned overtime and double-time wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

31. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

THIRD CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to pay Plaintiff and Waiting Time Class members all wages due to them at their separation from employment, including (but not limited to) unpaid overtime and double-time wages.

35. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

36. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and Waiting Time Class members

1 their earned wages upon separation from employment results in a continued payment of daily
2 wages up to thirty days from when the wages were due. Plaintiff and Waiting Time Class members
3 are entitled to compensation per Labor Code § 203, plus reasonable attorneys' fees and costs.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **(AGAINST ALL DEFENDANTS)**

7 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 38. At all relevant times, Defendants were subject to Labor Code § 2802, which states
9 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
10 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
11 her obedience to the directions of the employer."

12 39. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
13 "any contract or agreement, express or implied, made by any employee to waive the benefits of
14 this article or any part thereof, is null and void, and this article shall not deprive any employee or
15 his personal representative of any right or remedy to which he is entitled under the laws of this
16 State."

17 40. Due to Defendants' unlawful policy and practice of requiring employees to use
18 their personal cellular phones for work purposes, and their failure to reimburse Plaintiff and
19 members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

20 41. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered
22 damages in sums, which will be shown according to proof.

23 42. Plaintiff and members of the Expense Reimbursement Class are entitled to
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 43. Pursuant to Labor Code § 2802(b), Plaintiff and members of the Expense
26 Reimbursement Class are entitled to interest, which shall accrue from the date on which they
27 incurred the initial necessary expenditure.

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1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 45. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiff and the Classes all earned overtime wages due, failing to furnish accurate and complete
8 itemized wage statements, failing to reimburse business expenses, and failing to pay all earned
9 wages at separation of employment.

10 46. Defendants' utilization of these unfair and/or unlawful business practices has
11 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
12 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting
14 to do so in honest compliance with applicable wage and hour laws.

15 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff for himself, and on behalf of the members of the Classes, seeks full restitution of
17 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
18 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

19 48. The acts complained of herein occurred within the four years immediately
20 preceding the filing of this action. Plaintiff was compelled to retain the services of counsel to file
21 this court action to protect his interests and those of the Classes, to obtain restitution and injunctive
22 relief on behalf of Defendants' current non-exempt employees, and to enforce important rights
23 affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees
24 and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

25 **SIXTH CAUSE OF ACTION**

26 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

27 **(AGAINST ALL DEFENDANTS)**

28 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- c. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- d. Failing to reimburse Plaintiff and other aggrieved employees for expenses incurred in the course of employment, in violation of Labor Code §§ 20802 and 2804; and
- e. Failing to maintain accurate records (including but not limited to records of actual hours worked) on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

51. On or about April 15, 2024, Plaintiff notified Defendant Twist Bioscience Corporation, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 50 (a)-(e) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately preceding the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

52. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

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1 6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code §§ 201-203;

3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

5 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
7 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
8 *seq.*;

9 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
10 employees, and the State of California according to proof pursuant to Labor Code § 2699,
11 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
12 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
13 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
14 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
15 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
16 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
17 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
18 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
19 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
20 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
21 Labor Code § 2699(f);

22 10. Prejudgment interest on all due and unpaid wages and other damages pursuant to
23 California Labor Code §§ 218.6, 1194(a), 2802(b);

24 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
25 226(e), 1194 *et seq.*, 2802(c), 2699(g), Code of Civil Procedure § 1021.5, and all other applicable
26 statutes; and

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12. For such other and further relief the Court may deem just and proper.

Date: June 24, 2024

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: _____

Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: June 24, 2024

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: _____

Tuvia Korobkin
Attorneys for Plaintiff