

Alexander I. Dychter (SBN 234526)
S. Adam Spiewak (SBN 230872)
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, California 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: alex@dychterlaw.com
E-Mail: adam@dychterlaw.com

Attorneys for Plaintiffs Brown and Campbell

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
02/27/2025
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Jacky Brown and Bruce Campbell, individuals,
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

URBAN ALCHEMY, a California Nonprofit
Corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No. CGC-24-620793

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum and Overtime Wages
2. Failure to Provide Accurate Itemized Wage Statements
3. Failure to Pay All Wages Owed Upon Separation
4. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
5. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiffs Jacky Brown (hereinafter “Plaintiff Brown”) and Bruce Campbell (hereinafter
2 “Plaintiff Campbell”) (collectively hereinafter, the “Plaintiffs”), individuals, on behalf of
3 themselves and all other similarly situated current and former hourly, non-exempt supervisor
4 employees in California, allege on information and belief, except for their own acts and
5 experiences, which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. This is a putative class action brought against Defendant URBAN ALCHEMY
8 (hereinafter “Defendant” or “UA”) for (i) failure to pay minimum wages and overtime wages for all
9 work performed; (ii) failure to pay all owed wages each and every pay period; (iii) failure to
10 provide accurate, compliant, itemized wage statements; (iv) failure to pay all wages owed upon
11 separation of employment; (v) violation of California’s Unfair Competition Law (“UCL”); and, (vi)
12 violating the California Private Attorneys General Act (hereinafter “PAGA”).

13 2. Plaintiffs are Members of and the named representatives for the Class, the Separated
14 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 17-19 below. The
15 term “Class” includes Plaintiffs and all other persons who are members of the “Class,” and/or the
16 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined.

17 3. On behalf of themselves and other Members of the Class and Subclasses, Plaintiffs
18 seek: 1) all minimum and overtime wages owed, under Labor Code §§ 510, 1194 and/or 1197; 2)
19 unpaid wages, due every pay period, under Labor Code § 204; 3) unpaid wages, due at the time of
20 resignation or termination, under Labor Code §§ 201 and/or 202; 4) continuation wages, under
21 Labor Code § 203; 5) penalties for inaccurate/non-compliant itemized wage statements, under
22 Labor Code § 226(e); 6) restitution under California Business & Professions Code (“Cal. Bus. &
23 Prof. Code”) § 17203; 7) injunctive relief under Labor Code § 226(h) and Cal. Bus. & Prof. Code §
24 17200, *et seq.*, and 8) civil penalties under Cal. Bus. & Prof. Code §§ 2698, *et seq.*

25 **JURISDICTION AND VENUE**

26 4. This Court has jurisdiction over this Action pursuant to California Code of Civil
27 Procedure (“C.C.P.”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a
28 Class Action on behalf of Plaintiffs and similarly situated employees of Defendant, pursuant to

1 C.C.P. § 382.

2 5. Venue is proper in this Court, pursuant to C.C.P. §§ 395 and 395.5, because
3 Plaintiffs performed work on behalf of Defendant in the County of San Francisco, and Defendant
4 committed the wrongful conduct herein alleged in the County of San Francisco against Plaintiffs
5 and Members of the Class.

6 **THE PARTIES**

7 **A. Plaintiffs and the Class**

8 6. Plaintiff Jackie Brown has been employed by Defendant UA as an hourly, non-
9 exempt employee in the State of California since approximately December 20, 2020. Plaintiff
10 Brown was initially hired by UA as a “practitioner” and after approximately six (6) months was
11 promoted to the role of “supervisor.” Plaintiff Brown has worked for Defendant UA at multiple
12 locations in San Francisco and Oakland, both as a practitioner and as a supervisor. Plaintiff Brown
13 was instructed by leadership and/or directors at UA that he was required to arrive for his scheduled
14 shift 15 minutes *prior* to his scheduled shift “start time” in order to perform certain required tasks.
15 This 15 minutes of required work was not recorded by UA and was not paid to Plaintiff Brown by
16 UA. Plaintiff Brown has worked as a part-time and full-time supervisor at multiple sites during his
17 employment, as well as on multiple shifts (*i.e.* day shift, swing shift, and graveyard shift), and at
18 each site and on each shift worked he was similarly instructed by UA leadership and/or directors to
19 arrive 15 minutes *prior* to his scheduled shift “start time” without minimum and/or overtime wages
20 being paid to him for this work time. Based upon Defendants’ failing to pay all wages owed to
21 Plaintiff Brown each and every pay period, UA has been providing Plaintiff Brown with wage
22 statements that are inaccurate and unlawful.

23 7. Plaintiff Bruce Campbell was employed by Defendant UA as an hourly, non-exempt
24 employee in the State of California from approximately January 2022 through approximately
25 October 28, 2024. Plaintiff Campbell was initially hired by UA as a “practitioner” and after
26 approximately ninety (90) days was promoted to the role of “supervisor.” Plaintiff Campbell
27 worked for Defendant UA on a full-time basis at multiple locations in San Francisco, both as a
28 practitioner and as a supervisor. Plaintiff Brown was instructed by leadership and/or directors at

1 UA that he was required to arrive for his scheduled shift 15 minutes *prior* to his scheduled shift
2 “start time” in order to perform certain required tasks. This 15 minutes of required work was not
3 recorded by UA and was not paid to Plaintiff Campbell by UA. Plaintiff Campbell worked as a
4 supervisor at multiple sites during his employment, as well as on multiple shifts (*i.e.* day shift and
5 swing shift), and at each site and on each shift worked he was similarly instructed by UA leadership
6 and/or directors to arrive 15 minutes *prior* to his scheduled shift “start time” without minimum
7 and/or overtime wages being paid to him for this work time. Based upon Defendants’ failing to pay
8 all wages owed to Plaintiff Campbell each and every pay period, UA has been providing Plaintiff
9 Campbell with wage statements that are inaccurate and unlawful.

10 8. Plaintiffs and other hourly, non-exempt supervisors were subjected to a policy and
11 practice wherein all work time was not recorded by Defendant. Defendant failed to pay all earned
12 minimum and overtime wages to Plaintiffs.

13 9. The Members of the Class and Subclasses are similarly situated persons who are
14 presently employed or were formerly employed by Defendant in the State of California as hourly,
15 non-exempt supervisors who: 1) were not paid minimum and/or overtime wages for all work
16 performed; 2) were not paid all wages due each and every pay period; 3) were not provided with all
17 earned wages upon their separation of employment; and/or, 4) were not provided compliant
18 accurate itemized wage statements.

19 10. The true names and capacities, whether individual, corporate, associate or otherwise
20 of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown to Plaintiffs,
21 who therefore sue these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code
22 §474. Plaintiffs are informed and believe, and based thereon, allege that each of the Defendants
23 designated herein is legally responsible in some manner for the unlawful acts referred to herein. To
24 the extent required, Plaintiffs will seek leave of Court to amend this Complaint to reflect the true
25 names and capacities of these Defendants, when they have been ascertained and become known.

26 11. The agents, owners, officers, directors, managers, servants and/or employees of
27 Defendant and each of them, acting on behalf of the Defendant, acted within the course and scope
28 of his, her or its authority as the agent, servant and/or employee of the Defendant, and personally

1 participated in the conduct alleged herein on behalf of the Defendant with respect to the conduct
2 alleged herein. Consequently, the acts of each Defendant are legally attributable to the other
3 Defendants and all Defendants are jointly and severally liable to Plaintiffs and the other hourly,
4 non-exempt supervisors, for the loss sustained as a proximate result of the conduct of the
5 Defendants' agents, servants and/or employees.

6 **B. Defendants**

7 12. Defendant Urban Alchemy ("UA") is a California Nonprofit Corporation that was
8 founded in 2018. At all relevant times mentioned herein, Defendant UA has conducted substantial
9 business in the State of California, County of San Francisco. UA primarily provides employment
10 opportunities for those who were incarcerated for long term sentences in the State of California (*i.e.*
11 San Francisco, Oakland, Los Angeles, Culver City), as well as in, Portland, Oregon, Austin, Texas,
12 and Birmingham, Alabama. UA employs individuals to work in geographic areas with high levels
13 of homelessness and poverty by performing functions related to street cleaning, public restroom
14 monitoring and cleaning, activating public spaces, monitoring and coordinating homeless housing
15 options, care coordination for high risk communities, homeless outreach activities, and other
16 related functions. According to the UA website (<https://urban-alchemy.us/>), UA received over 90%
17 of their funding through contracts for services, from such entities as: City & County of San
18 Francisco, the City of Los Angeles, the City of Oakland, UC Hastings, the Tenderloin Community
19 Benefit District, the Mid-Market Foundation, Supreme, the San Francisco Public Library, Bay Area
20 Rapid Transit, and other entities. UA currently employs over 1,200 individuals and collectively
21 pays them more than \$80 million per year in wages and benefits. (*see* [https://urban-
22 alchemy.us/about-us/our-people/](https://urban-alchemy.us/about-us/our-people/)). According to their California Secretary of State filing, UA
23 maintains a principal office at: 255 Golden Gate Ave., San Francisco, CA 94142. Defendant was
24 the employer of Plaintiffs during their employment as evidenced by their wage statements.

25 13. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
26 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
27 but are informed and believe and thereon allege that said Defendants are legally responsible for the
28 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.

1 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE Defendants
2 when ascertained.

3 14. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
4 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
6 attributable to the other Defendants.

7 **CLASS ACTION ALLEGATIONS**

8 15. Plaintiffs bring this action on behalf of themselves and all other similarly situated
9 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a
10 Class composed of defined as follows:

11 **All of Defendants’ non-exempt hourly supervisors working in the State of**
12 **California at any time on or after December 19, 2020 through the date as**
13 **determined by the Court (“Class Period”) (“Class Members”).**

14 16. Plaintiffs also seek to bring this action on behalf of themselves and all other
15 similarly situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as
16 follows:

17 **All Class Members whose employment ended at any time on or after December**
18 **19, 2021 (“Separated Subclass Members”).**

19 17. Plaintiffs also seek to bring this action on behalf of themselves and all other
20 similarly situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as
21 follows:

22 **All Class Members employed and performing work in the State of California at**
23 **any time on or after December 19, 2023**
24 **(“Wage Statement Subclass Members”).**

25 18. This action has been brought and may be maintained as a class action pursuant to
26 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
27 persons who comprise a readily ascertainable class.

28 ///

- 1 a. The Class Members are so numerous that individual joinder of all of them as
2 plaintiffs is impractical. Although the exact number of Class members is unknown
3 to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that
4 there are not less than 100 Class Members.
- 5 b. The identity of Class Members can readily be determined from Defendants' records.
6 Defendants' records include the name and address of every person who performed
7 work for them within the State of California during the Class Period.
- 8 c. Common questions of law and fact exist as to Class Members and predominate over
9 any questions that may affect only individual Class Members. These common
10 questions include, but are not limited to:
- 11 (1) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to
12 pay for all minimum and overtime wages owed to Class Members?
- 13 (2) Did Defendants fail to provide Wage Statement Subclass Members with
14 accurate, compliant, itemized wage statements?
- 15 (3) Are Defendants liable for civil penalties under Labor Code § 226?
- 16 (4) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely
17 all wages owed to Separated Subclass Members upon separation?
- 18 (5) Did Defendants act willfully when they failed to pay timely all wages owed
19 to Separated Subclass Members upon separation?
- 20 (6) Are Defendants liable for penalty wages under Labor Code § 203?
- 21 (7) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code
22 § 17200, *et seq.*, by their unlawful practices, as alleged herein?
- 23 (8) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code
24 § 17200, *et seq.*, by failing to pay Plaintiff and Class Members all wages
25 earned each pay period, in violation of Labor Code § 204, as alleged herein?
- 26 (9) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?
- 27 (10) Are Defendants liable for pre-judgment interest?
- 28 (11) Are Defendants liable for attorney's fees and costs?

(12) Is injunctive relief appropriate, requiring that Defendant provide compliant, itemized wage statements and cease and desist from their other unlawful and/or unfair employment practices?

d. Plaintiffs are Members of the Class and the Subclasses, and their claims are typical of the claims of the other Class Members and Subclass Members. Plaintiffs are informed and believe and thereon allege that Defendants maintain policies or practices of: 1) failing to pay minimum and overtime wages for all hours actually worked; 2) failing to pay employees for all wages earned during each pay period; 3) failing to pay employees all earned wages due upon separation of employment; and/or 4) failing to provide employees with accurate, compliant itemized wage statements.

e. Plaintiffs will adequately and fairly protect the interests of the Class Members and Subclass Members. Plaintiffs have no interest adverse to the interests of absent Class Members and Subclass Members. Plaintiffs are represented by legal counsel who have substantial class action experience in civil litigation and employment law.

19. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class Members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

///

///

///

1 **FIRST CAUSE OF ACTION**
2 **Failure to Pay Minimum and Overtime Wages**
(By Plaintiffs and the Class Members against all Defendants)

3 20. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

4 21. At all relevant times, Plaintiffs and the Class Members were and/or are employees
5 of Defendants covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 5.

6 22. By their failure to pay minimum wages and overtime wages at the lawful rate of pay
7 for all time worked, Defendants willfully breached their agreement to pay wages, in violation of
8 Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 5.

9 23. Plaintiffs are informed and believe and thereon allege that at all relevant times
10 within the applicable limitations period, Defendants maintained and continue to maintain a policy
11 or practice of failing to pay minimum and overtime wages owed at the lawful regular rate of pay
12 for all work actually performed.

13 24. As a result of Defendants' unlawful and willful conduct, employees have suffered
14 damages in an amount, subject to proof, to the extent they were not paid properly all minimum and
15 overtime wages at the lawful rate for all hours actually worked under Labor Code §§ 510, 1194 and
16 1197, and I.W.C. Wage Order No. 5.

17 25. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiffs and the Class
18 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
19 judgment interest, reasonable attorneys' fees and costs of suit.

20 **SECOND CAUSE OF ACTION**
21 **Failure to Provide Compliant Accurate Itemized Wage Statements**
(By Plaintiffs and the Wage Statement Subclass Members against all Defendants)

22 26. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

23 27. At all relevant times, Plaintiffs and the Wage Statement Subclass Members were
24 and/or are employees of Defendants covered by Labor Code § 226.

25 28. Pursuant to Labor Code § 226(a), Plaintiffs and the Wage Statement Subclass
26 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
27 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
28 applicable hourly rates in effect during the pay period; the corresponding number of hours worked

1 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
2 paid; and the name and address of the legal entity that is the employer.

3 29. Defendants have failed to provide Plaintiff and the Wage Statement Subclass
4 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
5 and 226.2. Plaintiffs are informed and believe and thereon allege that at all relevant times since
6 one (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendants
7 maintained a policy or practice of failing to pay minimum and overtime wages for all time actually
8 worked, and failing to accurately record all hours actually worked at the lawful rates of pay.
9 Defendants’ practice resulted and continues to result in the issuance of non-compliant ‘wage
10 statements’ to Class Members that do not show the correct amount of gross wages earned, the
11 correct amount of net wages earned, the correct number of hours worked, the correct hourly rates of
12 pay in effect for each hour worked, and the correct deductions made thereto for taxing authority
13 purposes.

14 30. Defendants’ failure to provide Plaintiffs and the Wage Statement Subclass Members
15 with compliant and accurate itemized wage statements was and is knowing and intentional.
16 Defendants have had the ability to provide Plaintiffs and Wage Statement Subclass Members with
17 accurate wage statements, but intentionally provided ‘wage statements’ that Defendants knew were
18 not accurate or compliant.

19 31. As a result of Defendants’ conduct, Plaintiffs and the Wage Statement Subclass
20 Members have suffered injury. The absence of accurate and complete information on their wage
21 statements has prevented timely challenges to Defendants’ unlawful pay practices, has and will
22 require discovery and mathematical computations to determine the amount of wages owed and
23 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
24 time and pay records, and has led to the submission of inaccurate information about wages and
25 deductions to state and federal government agencies.

26 32. Pursuant to Labor Code § 226(e), Plaintiffs and the Wage Statement Subclass
27 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
28 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each

1 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
2 four thousand dollars (\$4,000) per employee.

3 33. Pursuant to Labor Code § 226(h), Plaintiffs and the Wage Statement Subclass
4 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
5 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
6 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
7 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
8 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
9 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
10 for ensuring Defendants' compliance with Labor Code § 226(a).

11 34. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiffs and the Wage Statement
12 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
13 §226(e), reasonable attorneys' fees and costs of suit.

14 **THIRD CAUSE OF ACTION**
15 **Failure to Pay All Wages Owed Upon Separation**

15 (By Plaintiff Campbell and the Separated Subclass Members against all Defendants)

16 35. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

17 36. At all relevant times, Plaintiff Campbell and the Separated Subclass Members, were
18 employees of Defendants covered by Labor Code §§ 201 and/or 202.

19 37. Pursuant to Labor Code §§ 201 and 202, Plaintiff Campbell and the Separated
20 Subclass Members were entitled upon separation to timely payment of all wages earned and unpaid
21 prior to separation. Discharged employees were entitled to payment of all wages earned and
22 unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to
23 payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of
24 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
25 earned and unpaid prior to resignation at the time of resignation.

26 38. Defendants have failed to pay Plaintiff Campbell and the Separated Subclass
27 Members all wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201
28 and/or 202. Plaintiffs are informed and believe and thereon allege that during the three (3) year

1 limitations period applicable to this cause of action, Defendants maintained and continue to
2 maintain a policy or practice of failing to pay all minimum and overtime wages for all time actually
3 worked at the time of separation from employment.

4 39. Defendants' failure to pay Plaintiff Campbell and the Separated Subclass Members
5 all wages earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is
6 willful. Defendants have had the ability to pay all wages earned by employees – including but not
7 limited to all minimum and overtime wages at the lawful rate of pay, but intentionally have adopted
8 policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197,
9 and I.W.C. Wage Order No. 5. When Defendants failed to pay upon separation all wages earned
10 prior to separation, Defendants knew what they were doing and intended to do what they did.

11 40. Pursuant to Labor Code § 201 or § 202, Plaintiff Campbell and the Separated
12 Subclass Members are entitled to all wages earned prior to separation that Defendants did not pay
13 them.

14 41. Pursuant to Labor Code § 203, Plaintiff Campbell and the Separated Subclass
15 Members are entitled to penalty wages, from the day their earned and unpaid wages were due upon
16 separation until paid, up to a maximum of 30 days.

17 42. As a result of Defendants' conduct, Plaintiff Campbell and the Separated Subclass
18 Members have suffered damages in an amount, subject to proof, to the extent they were not paid for
19 all wages earned prior to separation in violation of Labor Code § 201 or § 202.

20 43. As a result of Defendants' conduct, Plaintiff Campbell and the Separated Subclass
21 Members have suffered damages in an amount, subject to proof, to the extent they were not paid all
22 penalty wages owed to them in violation of Labor Code § 203.

23 44. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff Campbell and the Separated
24 Subclass Members are entitled to recover the full amount of their unpaid wages, unpaid penalty
25 wages, and reasonable attorneys' fees and costs of suit. Plaintiff Campbell and the Separated
26 Subclass Members are entitled to recover pre-judgment interest on all due and unpaid wages and
27 penalty wages under Labor Code § 218.6 and/or Civil Code § 3287(a).

28 ///

FOURTH CAUSE OF ACTION
Violation of California's Unfair Competition Law ("UCL")
[Cal. Bus. & Prof. Code § 17200, *et seq.*]
(By Plaintiffs and the Class Members against all Defendants)

45. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

46. Plaintiffs bring this claim on behalf of themselves, and all others similarly situated in their representative capacity against Defendants and Does 1 through 50, for their unlawful business acts and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"), which prohibits all unlawful business acts and/or practices.

47. Defendants are each a "person," as that term is defined under Cal. Bus. & Prof. Code § 17021.

48. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

49. By the conduct alleged herein, Defendants have engaged and continue to engage in business practices that violate California law, including but not limited to, I.W.C. Wage Order No. 5, the California Code of Regulations, and the California Labor Code, including §§ 201-204, 226, 510, 558, 1194, 1197, and 1198, thereof, for which this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages and premium pay wrongfully withheld.

50. By the conduct alleged herein, Defendants' practices were and are unlawful and unfair in that these practices have violated public policy, are immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to employees, and are without valid justification or utility,
2 for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code
3 § 17203, including restitution of wages and premium pay wrongfully withheld.

4 51. By the conduct alleged herein, Defendants' practices were and are deceptive and
5 fraudulent, in that Defendants' uniform policy and practices have failed to pay Plaintiffs and the
6 Class Members minimum and overtime wages at the lawful rate of pay for all time actually worked,
7 have failed to pay wages earned each and every pay period, have failed to provide accurate and
8 compliant itemized wage statements, and have failed to pay all wages owed upon separation of
9 employment, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C. requirements
10 in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court should issue
11 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of
12 wages and premium pay wrongfully withheld.

13 52. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
14 deceptive, in that Defendants' employment practices have caused Plaintiffs and the Class Members
15 to be underpaid during their employment with Defendants.

16 53. By and through the unlawful and unfair business practices described herein,
17 Defendants have obtained valuable property, money and services from Plaintiffs and the Class
18 Members, including earned wages for all minimum and overtime worked, and have deprived them
19 of valuable rights and benefits guaranteed by law and contract, all to the detriment of these
20 employees and to the benefit of Defendants, so as to allow Defendants to unfairly compete against
21 competitors who comply with the law.

22 54. All of the acts described herein as violations of, among other things, the I.W.C.
23 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
24 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
25 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of Cal. Bus. &
26 Prof. Code § 17200, *et seq.*

27 55. Plaintiffs and the Class Members are entitled to, and do, seek such relief as may be
28 necessary to restore to them the money and property that Defendants have acquired, or of which

1 Plaintiffs and the Class Members have been deprived, by means of the above described unlawful
2 and unfair business practices, including earned but not limited to unpaid wages for all time worked.

3 56. Plaintiffs and the Class Members are further entitled to, and do, seek a declaration
4 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
5 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
6 practices in the future.

7 57. Plaintiffs and the Class Members have no plain, speedy and/or adequate remedy at
8 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
9 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
10 practices described herein, Plaintiffs and the Class Members have suffered and will continue to
11 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
12 engage in these unlawful and unfair business practices.

13 58. Wherefore, Plaintiffs and the other Class Members are entitled to equitable relief,
14 including restitution, attorneys' fees and costs, declaratory relief, and a permanent injunction
15 enjoining Defendants from their unlawful and/or unfair activity.

16 **FIFTH CAUSE OF ACTION**
17 **Violation of the Private Attorneys General Act**
18 **[Cal. Bus. & Prof. Code §§ 2698, *et seq.*]**
19 (By Plaintiffs and the Class Members against all Defendants)

20 59. Plaintiffs and all aggrieved employees of all Defendants incorporate all the
21 preceding paragraphs as though fully set forth herein.

22 60. PAGA is a mechanism by which the State of California itself can enforce state labor
23 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
24 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
25 a law enforcement action designed to protect the public and not to benefit private parties. The
26 purpose of t

27 61. PAGA is not to recover damages or restitution, but to create a means of "deputizing"
28 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.

1 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

2 62. Plaintiffs bring this Representative Action on behalf of the State of California with
3 respect to themselves and all other employees who were employed as non-exempt hourly
4 supervisors in the State of California since December 19, 2023, and who are Class Members (the
5 “Aggrieved Employees”).

6 63. On December 19, 2024, Counsel for Plaintiffs on behalf of Jacky Brown and Bruce
7 Campbell gave written notice by online filing to the LWDA and the employer via U.S. Certified
8 Mail, Return-Receipt of the specific code provisions alleged to have been violated as required by
9 Labor Code § 2699.3. (See **Exhibit 1**). The statutory waiting period to commence this action has
10 expired. As a result, pursuant to § 2699.3, Plaintiffs may now commence a representative civil
11 action under PAGA, pursuant to § 2699, as the proxy of the State of California with respect to all
12 Aggrieved Employees as herein defined.

13 64. The policies, acts, and practices heretofore described were and are an unlawful
14 business act or practice because of Defendants’ failure to pay all owed minimum and overtime
15 wages at the lawful regular rate of pay for all work performed, failure to pay all wages each and
16 every pay period, failure to provide accurate, compliant, itemized wage statements, and failure to
17 pay all wages owed upon separation of employment, in violation of the California Labor Code, any
18 or all of which give rise to statutory penalties as a result of such conduct. Plaintiffs hereby seek
19 recovery of civil penalties as prescribed by PAGA as the representatives of the State of California
20 for the illegal conduct perpetrated on Plaintiffs and the other Aggrieved Employees, against whom
21 one or more of the violations of the California Labor Code was committed.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for
24 judgment against Defendants as follows:

- 25 A. An order certifying this case as a class action;
- 26 B. An order appointing Plaintiff Jackie Brown and Plaintiff Bruce Campbell as
27 representatives for the Class as well as the Sub-Classes;
- 28 C. An order appointing Plaintiffs’ counsel as counsel for the Class;

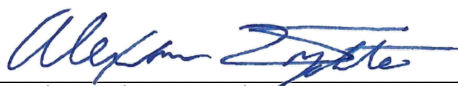
- 1 D. Damages for unpaid minimum and overtime wages;
- 2 E. Civil Penalties under Labor Code § 226(e);
- 3 F. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- 4 G. Penalty continuation wages, under Labor Code § 203;
- 5 H. Penalties for failing to produce timely wage statements upon written request, under
- 6 Labor Code § 226;
- 7 I. Restitution for unpaid wages, under Cal. Bus. & Prof. Code § 17203;
- 8 J. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
- 9 *seq.*, requiring that Defendants provide compliant, itemized wage statements and
- 10 cease and desist from their other unlawful and/or unfair employment practices;
- 11 K. Recovery of civil penalties as prescribed by PAGA;
- 12 L. An award of penalties, attorneys' fees, and costs of suit, pursuant to Labor Code §
- 13 2699(g);
- 14 M. Pre-judgment and post-judgment interest at the maximum legal rate;
- 15 N. Reasonable attorneys' fees;
- 16 O. Costs of suit; and
- 17 P. Such other relief as the Court may deem just and proper.

18

19 Dated: February 27, 2025

DYCHTER LAW OFFICES, APC

20

21 By: 
Alexander I. Dychter
Attorneys for Plaintiffs

22

23 **DEMAND FOR JURY TRIAL**

24 Plaintiffs demand a trial by jury for themselves and the Class on all claims so triable.

25

26 Dated: February 27, 2025

DYCHTER LAW OFFICES, APC

27

28 By: 
Alexander I. Dychter
Attorneys for Plaintiffs

EXHIBIT 1



Outlook

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Date Thu 12/19/2024 10:48 PM

To Alexander Dychter <alex@dychterlaw.com>

12/19/2024

LWDA Case No. LWDA-CM-1068574-24

Law Firm : Dychter Law Offices, APC

Plaintiff Name : Jacky Brown and Bruce Campbell

Employer: Urban Alchemy

Filing Fee : \$75.00

IFP Claimed : No

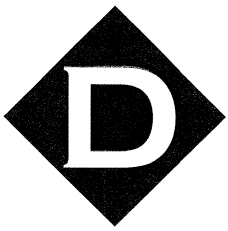
Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

9820 WILLOW CREEK ROAD, SUITE 275, SAN DIEGO, CALIFORNIA 92131
TEL 619.487.0777 | FAX 619.330.1827

December 19, 2024

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[9589 0710 5270 1415 5658 60]

URBAN ALCHEMY
c/o: URS AGENTS INC.
7801 Folsom Blvd., Suite 202
Sacramento, CA 95826

VIA ONLINE FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

**Re: Notice of Violation of California Labor Code Sections 201-204, 226, 510, 1194,
1197; Industrial Welfare Commission Wage Order(s), And Pursuant to California
Labor Code Section 2699.5**

Dear Sir/Madam,

Our office represents Jacky Brown and Bruce Campbell (the "Plaintiffs"), and other aggrieved employees in a class action lawsuit against URBAN ALCHEMY, a California Nonprofit Corporation, (the "Defendant" or "UA"). Plaintiffs and other employees were employed as hourly, non-exempt "supervisors" in the State of California, performing various functions for UA in San Francisco and Oakland, primarily focusing on helping the homeless population with acquiring resources and assistance programs, including but not limited to, cleaning the surrounding streets and public restrooms in poverty-stricken areas, monitoring restrooms/showers and other public areas, monitoring housing facilities and coordinating housing options for the homeless, and assisting in a multitude of other ways as directed by UA leadership/directors.

Defendant UA failed to pay Plaintiffs minimum and overtimes wages at the lawful regular rate of pay for all work performed based upon UA's policy of requiring supervisors to arrive for a scheduled shift 15 minutes prior to their scheduled shift start time to perform necessary work tasks without paying them for this work time in violation of California law. Further, based upon this failure by UA to pay Plaintiffs with all wages earned, UA has failed to pay all wages earned each and every pay period as mandated under the California Labor Code, failed to provide accurate, compliant, itemized wage statements, and failed to pay all wages owed upon separation of employment, in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiffs on December 19, 2024 in the Superior Court of California – County of San Francisco is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (v) sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency (“LWDA”) of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiffs therefore incorporate the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask. Attachment of **Exhibit 1** herein is **NOT** meant to act as “service” of the Complaint on Defendant Urban Alchemy.

This Notice Letter is provided to enable the Plaintiffs to proceed with the Complaint filed in the Superior Court of California – County of San Francisco on December 19, 2024, against Defendant as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Urban Alchemy in the State of California as supervisors. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiffs and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC

A handwritten signature in black ink, appearing to read 'Alexander I. Dychter', with a stylized flourish at the end.

Alexander I. Dychter, Esq.
Attorneys for Plaintiffs Brown and Campbell

9589 0710 5270 1415 5658 60

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark
Here

Sent To	URBAN ALCHEMY C/O URS AGENTS INC
Street and Apt. No., or PO Box No.	7801 FOLSOM BLVD., SUITE 202
City, State, ZIP+4 [®]	SACRAMENTO, CA 95826

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

URBAN ALCHEMY
C/O: URS AGENTS INC.
7801 Folsom Blvd., Suite 202
Sacramento, CA 95826



9590 9402 8937 4064 9825 85

2. Article Number (Transfer from service label)

9589 0710 5270 1415 5658 60

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent ☐ Addressee
X	
B. Received by (Printed Name)	C. Date of Delivery
THOMAS	12/23
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

3. Service Type	☐ Priority Mail Express [®]
☐ Adult Signature	☐ Registered Mail [™]
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☒ Certified Mail [®]	☐ Signature Confirmation [™]
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

1 Jacky Brown and Bruce Campbell v. Urban Alchemy
2 Superior Court of California, County of San Francisco
(Case No. CGC-24-620793)

3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

5 I, the undersigned, am over the age of 18 years and not a party to this action. My
6 business address is 9820 Willow Creek Road, Suite 275, San Diego, California 92131.

7 On the date of execution hereof, I caused to be served the following attached document:

8 **FIRST AMENDED COMPLAINT**

9 on the interested parties in this action, addressed as follows:

10 **Defendant URBAN ALCHEMY:**

11 Mr. Trevor R. Witt, Esq.

12 Mr. Payam Malakouti, Esq.

13 Ms. Serena A. Limas, Esq.

14 **Jackson Lewis P.C.**

15 725 South Figueroa St., Ste. 2800

16 Los Angeles, CA 90017

17 Telephone: (213) 689-0404

18 Facsimile: (213) 689-0430

19 E-Mail: Trevor.Witt@jacksonlewis.com

20 E-Mail: Payam.Malakouti@jacksonlewis.com

21 E-Mail: Serena.Limas@jacksonlewis.com

22 Using the following service method(s):

23 **[XX] BY REGULAR U.S. MAIL:** I placed for deposit at a United States Postal Service
24 drop-box this same day, following ordinary business practices.

25 **[XX] BY ELECTRONIC SERVICE:** The individual(s) listed above were served electronically with
26 the document(s) listed above *via email*. The transmission was reported as complete and without
27 error. My electronic notification address is: Alex@DychterLaw.com

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on February 27, 2025, at San Diego, California.


Alexander I. Dychter