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County of Riverside
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7 *Attorneys for Plaintiff and the Putative Classes*

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 **CVRI2000104**

12 **DEAN PARSONS**, individually and on behalf of
all others similarly situated,

13 Plaintiff,

14 vs.

16 **LA SIERRA UNIVERSITY**, a California Non-
Profit Corporation,

18 Defendant.

CASE NO. ~~CVRI2000104~~

13 **SECOND AMENDED CLASS AND
14 REPRESENTATIVE ACTION COMPLAINT
15 FOR:**

- 15 (1) **Failure to Pay Wages for All Hours
16 Worked (Cal. Labor Code §§ 226.2, 1194,
1194.2; IWC Wage Order No. 4-2001, § 4);**
- 17 (2) **Failure to Authorize and Permit Paid Rest
18 Breaks and Pay Premium Pay (Cal. Labor
19 Code §§ 226.2, 226.7; IWC Wage Order
20 No. 4-2001, §§ 4, 12);**
- 21 (3) **Failure to Authorize and Permit Meal
22 Breaks, and Failure to pay Premium Pay
23 (Cal. Labor Code § 226.7, 512; IWC Wage
24 Order No. 4-2001, §§ 4, 11);**
- 25 (4) **Failure to Issue Accurate Itemized Wage
26 Statements (Cal. Labor Code §§ 226(a)
27 and (e); 226.2);**
- 28 (5) **Failure to Pay Compensation Due Upon
Discharge From Employment (Cal. Labor
Code §§ 201-203);**
- (6) **Failure to Reimburse for Business-Related
Expenses (Cal. Labor Code § 2802); and**
- (7) **Unfair, Unlawful, and/or Fraudulent
Business Practices (Cal. Bus. & Prof. Code
§ 17200 et seq.).**
- (8) **Civil Penalties under Private Attorneys
General Act (Cal. Labor Code § 2699)**

DEMAND FOR JURY TRIAL

1 Plaintiff Dean Parsons (“Plaintiff”), on behalf of himself and all others similarly situated,
2 complains and alleges the following:

3 **INTRODUCTION**

4 1. This is a class action under California Code of Civil Procedure § 382 seeking damages for
5 unpaid wages, unreimbursed business expenses, unpaid premium pay, statutory penalties, interest, and
6 other equitable and injunctive relief, and reasonable attorneys’ fees and costs under California Labor Code
7 (“Labor Code”) §§ 226.2, 1194, 1194.2, 226.7, 512, 226(e), 201-203, 2802, and IWC Wage Order (“Wage
8 Order”) No. 4-2001 §§ 4, 12, and restitution under California’s Unfair Competition Law (“UCL”),
9 Business & Professions Code §§ 17200 *et seq.*

10 2. Plaintiff brings this action on behalf of himself and all other similarly situated individuals
11 currently and formerly employed in California by La Sierra University (“Defendant”) as adjunct
12 instructors or in a similar capacity (“Adjunct Class Members” or “Class Members”) from November 12,
13 2016 through to the trial date (“Class Period”). Defendant’s violations of California’s wage and hour laws,
14 as described more fully below, have been ongoing for at least the past four years, and are continuing at
15 present.

16 3. During the Class Period, Plaintiff and Class Members were non-exempt employees
17 because they did not earn the monthly equivalent of at least two times the state minimum wage for full-
18 time employment as required by Labor Code § 515(a) and Wage Order No. 4-2001 § 1, and were paid on
19 a piece-rate basis or “Course Rate” – a set amount for each course taught during an academic quarter.
20 However, Defendant failed to pay Class Members at least minimum wage for non-productive work
21 performed prior to the start of classes each academic term in violation of Labor Code §§ 226.2 and 1194,
22 and Wage Order No. 4-2001, § 4. In addition, upon information and belief, Defendant calculated the
23 Course Rate based on a formula that estimated Class Members worked 2.25 hours for each credit hour.
24 However, Class Members routinely worked more than 2.25 hours for each credit hour, and as such
25 performed uncompensated work.

26 4. During the Class Period, Defendant failed to pay Class Members for their rest breaks
27 separately and apart from the Course Rate and failed to pay premium pay, in violation of Labor Code §§
28 226.2, 226.7 and Wage Order No. 4-2001 § 12.

5. Even if not piece rate workers, as non-exempt employees, Class Members were entitled to
be permitted and authorized to take off-duty rest breaks under Labor Code § 226.7 and Wage Order No.
4-2001 § 12. However, Defendant failed to authorize and permit Class Members to take off-duty rest

1 breaks as required under Wage Order No. 4-2001 § 12, and failed to pay premium pay for missed rest
2 breaks in violation of Labor Code § 226.7 and Wage Order No. 4-2001 § 12.

3 6. Additionally, Defendant failed to provide Class Members off-duty meal breaks as required
4 under Labor Code § 512 and Wage Order No. 4-2001 § 11. Defendant maintained policies and/or
5 practices that impeded Class Members' abilities to take an unpaid 30-minute meal period during days on
6 which Class Members worked 5 hours or longer in a row, and failed to pay premium pay for missed meal
7 breaks, in violation of Labor Code §§ 226.7, 512 and Wage Order No. 4-2001 §§ 11.

8 7. From November 12, 2017 to the trial date ("Waiting Time Penalties Class Period"), Class
9 Members were employed on a contract-by-contract basis and were discharged at the end of each contract.
10 However, Defendant failed to pay Class Members their final wages on the same day that they were
11 discharged from employment. Additionally, as a result of failing to pay wages for non-productive time
12 and/or all hours worked, and failing to pay for rest break time, as well as failure to pay premium pay for
13 missed breaks, Defendant failed to pay Class Members all wages due upon separation from employment
14 in violation of Labor Code §§ 201-203.

15 8. From November 12, 2019 to the trial date ("Wage Statement Class Period") Defendant
16 also knowingly and intentionally failed to provide Plaintiff and Class Members with accurate itemized
17 wage statements in violation of Labor Code §§ 226(a), (e) and 226.2, including but not limited to, failing
18 to list the total hours worked, the applicable hourly rate in effect during each pay period, and piece-rate
19 information. Plaintiff and Class Members suffered injury as a result of Defendant's knowing and
20 intentional violation of Labor Code § 226(a). As a result, Class Members are entitled to statutory penalties
21 as provided for under Labor Code § 226(e), as well as reasonable attorneys' fees and costs.

22 9. During the Class Period, Plaintiff and Class Members incurred business expenses in direct
23 consequence of the discharge of their duties, including home internet, home or cellular phone expenses,
24 ink toner/cartridges and paper and other expenses associated with working from home, for which
25 Defendant did not reimburse them, in violation of Labor Code § 2802.

26 10. Plaintiff also brings this action for unreimbursed expenses on behalf of himself and all
27 other similarly situated individuals currently and formerly employed in California by Defendant
28 ("Unreimbursed Expenses Class Members" or "UE Class Members") from March 4, 2020 through to the
trial date ("Unreimbursed Expense Class Period"). During the Unreimbursed Expense Class Period,
Plaintiff and UE Class Members incurred business expenses in direct consequence of the discharge of
their duties, including but not limited to home internet, home or cellular phone expenses, ink

1 toner/cartridges and paper and other expenses associated with working from home, for which Defendant
2 did not reimburse them, in violation of Labor Code § 2802.

3 11. Defendant's violations of California's wage and hour laws, as described more fully below,
4 have been ongoing for at least the past four years, and are continuing at present.

5 12. As a result of the above Labor Code violations, Defendant committed unfair, unlawful, and
6 fraudulent business practices, in violation of the UCL.

7 13. Plaintiff also brings this action as a representative action under the California Labor Code's
8 Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698 *et seq.*, for civil penalties on behalf of
9 himself and other current and former adjunct instructors of Defendant ("Adjunct Aggrieved Employees")
10 for violations of Labor Code §§ 226(a), 226.2, 226.2(a), 226.7, 512, 1194, 2802 and IWC Wage Order
11 No. 4-2001 §§ 4, 11, and 12.

12 14. Plaintiff also brings this a PAGA Action for civil penalties on behalf of himself and all
13 other individuals employed by La Sierra in California ("Aggrieved Employees") during the PAGA Period
14 for violation of Labor Code § 2802.

15 15. The "PAGA Period" is from October 20, 2019 through to the trial date.

16 PARTIES

17 16. Plaintiff is a resident of Yucaipa who has been employed by Defendant as an adjunct
18 instructor through six separate and distinct contracts since approximately January 2019. During his
19 employment, Plaintiff has been subject to Defendant's unlawful conduct described herein.

20 17. Defendant is a non-profit postsecondary education institution located in Riverside.

21 JURISDICTION

22 18. This Court has jurisdiction over Plaintiff and Adjunct Class Members' claims for failure
23 to pay wages separately and apart from the piece and/or failure to pay wages for all hours worked prior to
24 the first day of classes each academic term and outside of their employment contracts under Labor Code
25 §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4.

26 19. This Court has jurisdiction over Plaintiff and Adjunct Class Members' claims for failure
27 to pay Adjunct Class Members for their rest breaks separately and apart from the piece, failure to authorize
28 and permit them to take off-duty rest breaks, and failure to pay premium pay for missed or unpaid rest
breaks, under Labor Code §§ 226.2 and 226.7 and Wage Order No. 4-2001 §§ 4, 12.

20. This Court has jurisdiction over Plaintiff's and Adjunct Class Members' claims for failure
to provide off-duty meal breaks and failure to pay premium pay for missed meal breaks pursuant to Labor
Code §§ 226.7, 512 and Wage Order No. 4-2001 § 11.

1 21. This Court has jurisdiction over Plaintiff and Adjunct Class Members' claims for statutory
2 penalties under Labor Code §§ 226(a), (e) and 226.2.

3 22. This Court has jurisdiction over Plaintiff and Adjunct Class Members' claims for
4 compensation due upon discharge from employment under Labor Code §§ 201-203.

5 23. This Court has jurisdiction over Plaintiff, Adjunct Class Members and Unreimbursed
6 Expense Class Members' claims for reimbursement of business expenses under Labor Code § 2802.

7 24. This Court has jurisdiction over the claims for restitution arising from Defendant's labor
8 code violations under the UCL, Bus. & Prof. Code §§ 17203 and 17204.

9 25. This Court has jurisdiction over the claims for declaratory and injunctive relief under the
10 UCL, Bus. & Prof. Code §§ 17200 *et seq.*

11 26. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code
12 § 2699. On October 20, 2020, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the
13 California Labor & Workforce Development Agency ("LWDA") and Defendant. The LWDA has
14 provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention
15 to investigate or not investigate any other claims alleged in the PAGA Notice. Plaintiff has therefore fully
16 complied with the PAGA procedural requirements and may commence this representative action pursuant
17 to Labor Code § 2699.

18 VENUE

19 27. Venue is proper in the County of Riverside pursuant to Cal. Civ. Proc. Code §§ 395(a) and
20 395.5. Defendant is California non-profit corporation with its headquarters located in Riverside. Venue
21 is therefore proper in Riverside. Defendant operates within California and does business within Riverside.
22 The unlawful acts alleged herein have a direct effect on Plaintiff and all employees within the State of
23 California and Riverside County.

24 FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

25 ***A. Defendant's Business and Adjunct Class Members' Role in Defendant's Business Operations***

26 28. Defendant is a post-secondary education provider that offers bachelors, masters and
27 doctoral programs, at its California campus location and online. The programs and courses are scheduled
28 based on three academic quarters (fall, spring, winter) and summer sessions. Defendant employs Class
Members as adjunct instructors to teach the courses offered at its campus and online.

29 29. During the Class Period, prior to the start of each term, Defendant issued Class Members
uniform Contract Teaching Agreements that set out the terms of Class Members employment including

1 the course the Class Member was assigned to teach; the start date and end date of the course (“Contract
2 Period”); and the flat per course compensation for teaching the assigned course.

3 ***B. Adjunct Class Members Were Non-Exempt Piece Rate Employees***

4 30. During the Class Period, Plaintiff and Class Members were non-exempt employees under
5 California law because they did not earn at least the monthly salary equivalent of two times the California
6 minimum wage for full-time employment – a minimum amount required for an employee in California to
7 be considered exempt. *See* Wage Order No. 4-2001, § 1(A).

8 31. Additionally, Plaintiff and Class Members were non-exempt piece rate workers because
9 from the beginning of the Class Period and until approximately Fall 2020, they were paid based on a piece
10 rate, where the “piece” of work was teaching a specified Course. The course rate pay was standardized
11 and only varied based on objective criteria such as the experience and education level of an instructor.
12 Moreover, Class Members’ compensation could be reduced by being prorated based on the number of
13 students enrolled in the course. This is consistent with a piece-rate compensation system and not a salary.

14 32. As a result, during the Class Period, as alleged in further detail below, Defendant was
15 required to comply with California’s wage and hour laws, including but not limited to, the obligation to
16 pay Class Members for nonproductive time and rest break time separate and apart from the piece rate, and
17 to issue accurate itemized wage statements containing entries for, including but not limited to, actual hours
18 worked during each pay period, applicable hourly rate in effect during each pay period, and piece-rate
19 information, pursuant to Labor Code §§ 226.2, 226.7, 226(a), (e) and Wage Order No. 4-2001, §§ 4, 12.

20 33. Even if Class Members are not considered piece-rate, they are non-exempt under the salary
21 basis test of the Wage Order No. 4-2001, § 1(A)(3)(d), and therefore entitled to certain protections under
22 the labor code, including but not limited to be paid for all hours worked, to be permitted and authorized
23 to take compliant rest breaks, and to receive accurate itemized wage statements containing entries for,
24 including but not limited to, total hours worked and applicable hourly rate in effect during each pay period,
25 pursuant to Labor Code §§ 1194, 1194.2, 512, 226.7, 226(a), (e) and Wage Order No. 4-2001, §§ 4, 12.

26 ***C. Defendant Failed to Pay Adjunct Class Members for All Hours Worked***

27 34. During the Class Period, although Defendant employed Class Members pursuant to
28 Contract Teaching Agreements that began on the first day of classes, Defendant required and/or expected
Adjunct Class Members to perform work prior to the first day of classes, including but not limited to, to
prepare syllabi and other course materials.

35. As their Contract Teaching Agreements began on the first day of classes and compensation
set out in the contracts only covered the period of the contract, Defendant did not pay Class Members

1 anything for the hours spent working prior to the first day of classes and outside the period of their
2 employment contracts, as required under Labor Code §§ 1194, 1194.2, 226.2 and Wage Order No. 4-
3 2001, § 4.

4 36. In addition, the formula Defendant used to calculate the Course Rate was based on its
5 estimate that Class Members worked 2.25 hours per credit hour, yet Class Members routinely worked
6 more than 2.25 hours per credit hour.

7 ***D. Defendant Violated California's Rest Break Laws***

8 37. Because Class Members are non-exempt piece-rate workers, pursuant to Labor Code §§
9 226.2 and 226.7 Defendant was required to permit and authorize them to take a paid 10-minute for every
10 3.5 hours of work, and to pay them separately and hourly, at their average hourly rate, for their rest break
11 time.

12 38. During the Class Period, Class Members routinely worked at least 3.5 hours or more on
13 any given day because Defendant scheduled them to teach for 3.5 hours or longer, and/or because
14 Defendant scheduled them to teach shorter classes but required and/or expected them to arrive prior to
15 start of class and to remain after class to answer students' questions and/or hold office hours, which
16 resulted in Class Members working 3.5 hours or longer in a row.

17 39. Defendant also had policies and/or practices in place which impeded Class Members'
18 ability to take off-duty rest breaks during these times, including the policy and/or practice of requiring
19 Class Members to be available to students during class, as well as before and after class as alleged in the
20 previous paragraph.

21 40. Defendant knew or should have known that Class Members worked 3.5 hours or more, yet
22 failed to pay them at their average hourly rate for their time spent on rest breaks separately and apart from
23 the piece, thereby triggering an obligation to make premium payments to Class Members under Labor
24 Code § 226.7 and Wage Order No. 4-2001, § 12, which Defendant also did not pay.

25 41. Defendant also knew or should have known that Class Members were impeded from taking
26 off-duty rest breaks. Even if Class Members are not piece-rate workers, Defendant was required but failed,
27 as alleged above, to permit and authorize them to take off-duty rest breaks for shifts of 3.5 hours or longer,
28 pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12, thereby triggering an obligation to
make premium payments under Labor Code § 226.7 and Wage Order No. 4-2001, § 12(B), which it also
did not pay.

1 ***E. Defendant Violated California's Meal Period Laws***

2 42. During the Class Period, Class Members routinely worked shifts of five hours or more,
3 including teaching classes that were scheduled to meet for 5 hours, or working shifts that were 5 hours
4 or longer (including arriving early to classes, staying later after classes, and spending break time with
5 students). Defendant did not maintain a compliant meal break policy applicable to Class Members. As a
6 result, Class Members were not relieved of all duties for at least 30 minutes before the end of their fifth
7 hour of work, as required under Labor Code § 512(a) and Wage Order No. 4-2001, § 11.

8 43. Thus, Defendant failed to provide compliant meal breaks in accordance with Wage
9 Order No. 4-2001, § 11(A) and Labor Code § 512, thereby triggering an obligation to make premium
10 payments to Plaintiff and Class Members pursuant to Labor Code § 226.7. However, Defendant did not
11 pay premium pay for missed meal breaks as required under Labor Code § 226.7.

12 ***E. Defendant Failed to Issue Accurate Itemized Wage Statements***

13 44. During the Wage Statement Class Period, Defendant was required to issue accurate
14 itemized wage statements to Plaintiff and Class Members semimonthly or at the time of each payment of
15 wages containing (1) gross wages earned pursuant to subdivision (a)(1) of Labor Code § 226(a); (2) total
16 number of hours worked during each period, pursuant to subdivision (a)(2) of § 226(a); (3) net wages
17 earned pursuant to subdivision (a)(5) of Labor Code § 226(a); (4) all applicable hourly rates in effect
18 during the pay period and corresponding number of hours worked pursuant to subdivision (a)(9) of Labor
19 Code § 226(a).

20 45. Additionally, because Class Members were piece-rate workers, Defendant was also
21 required to furnish wage statements to them that contained, including but not limited to, the following
22 information: the number of piece-rate units earned and any applicable piece rate; compensable rest
23 periods, the rate of compensation, and gross wages paid for those rest break periods; and hours of
24 nonproductive time, the rate of compensation, and gross wages paid for nonproductive time during the
25 pay period pursuant to Labor Code §§ 226(a)(3) and 226.2(a).

26 46. During the Wage Statement Class Period, Defendant issued Class Members wage
27 statements on a bi-weekly basis. However, rather than issue Class Members accurate itemized wage
28 statements showing the actual hours worked, Defendant issued wage statements that contained an entry
in the hours worked column that was Defendant's estimate of the hours worked by the Class Members.

 47. In addition, Defendant issued Class Members wage statements that failed to include an
applicable hourly rate, and the number of piece-rates earned and the applicable piece rate. Rather,

1 Defendant issued Plaintiff and Class Members with wage statements that contained in the earnings column
2 the total amount paid.

3 48. Defendant knew that it did not track the actual hours worked by the Class Members, that
4 the number it included on its wage statements for hours worked was only an estimate, and that it did not
5 include an entry of an applicable hourly rate. Moreover, Defendant knew that it classified Class Members
6 as professional exempt employees despite them not earning the monthly equivalent of two times the state
7 minimum wage for full-time employment. As a result, Defendant's issuance of inaccurate wage
8 statements was knowing and intentional.

9 49. As Defendant did not require Plaintiff and Class Members to track the actual hours they
10 worked, and the number of hours Defendant inserted into the hours worked column was only an estimate,
11 Plaintiff and Class Members could not readily ascertain the number of total hours they worked in any
12 given pay period. As a result, Plaintiff and Class Members suffered injury.

13 50. In addition, because the total hours worked entry contained in wage statements issued to
14 Class Members was inaccurate, Plaintiff and Class Members could not readily ascertain an accurate
15 applicable hourly rate they earned in any given pay period. As a result, Plaintiff and Class Members
16 suffered injury.

17 ***F. Defendant Failed to Pay All Wages Owed Upon Discharge***

18 51. Unlike a typical employment situation where employees enter into an initial employment
19 agreement, and the employee continuously worked for the employer, Plaintiff and Class Members were
20 offered employment on a limited contract basis only for a specific period of time, to teach specific
21 class(es), for a specific payment(s).

22 52. As a result of Defendant's policy and practice of employing Plaintiff and Class Members
23 on a limited contract basis only, at the expiration of each Contract Teaching Agreement, Plaintiff and
24 Class Members were discharged from Defendant's employ, and Defendant was required to pay all wages
25 due to Plaintiff and Class Members on that date.

26 53. However, Defendant paid Plaintiff and Class Members in accordance with its bi-weekly
27 schedule, which was after the Contract Teaching Agreement expiration date, resulting in the late payment
28 of Plaintiff's and Class Members' wages upon discharge.

54. Defendant knew that it paid Plaintiff and Class Members after the expiration date of its
Contract Teaching Agreement, and as result, Defendant's actions were willful.

***G. Defendant Failed to Reimburse Adjunct Class Members for their Necessarily Incurred
Business Expenses***

1 55. Throughout the Class Period, Class Members incurred unreimbursed expenses in carrying
2 out their job duties for Defendant when they taught online courses from home. These expenses include
3 but are not limited to home office expenses including home internet, home or mobile telephone expenses,
4 ink toner/cartridges and paper and other expenses associated with working from home.

5 56. Throughout the Class Period, Defendant did not maintain policies or practices of
6 reimbursing Adjunct Class Members for their business expenses fully or at all.

7 57. Defendant was aware, or should have been aware, that Adjunct Class Members incurred
8 these expenses in direct consequence of the discharge of their job duties because Defendant required
9 and/or expected Class Members to teach online courses from home. Defendant, however, did not
10 reimburse Class Members in any amount for any such expenses incurred throughout the Class Period as
11 required under Labor Code § 2802. As a result, Defendant knowingly permitted Plaintiff and Class
12 Members to pay for expenses incurred in direct consequence of discharging their duties for Defendant,
13 without any reimbursement or reimbursement in full by Defendant for such expenses.

14 58. Plaintiff and Class Members have been harmed by Defendant's unlawful business expense
15 policies and/or practice and/or lack of such policies and/or practices in that they have not been paid for
16 certain business expenses incurred while employed by Defendant, thereby diminishing their agreed-upon
17 compensation, in substantial amounts to be proved at trial.

18 ***H. Defendant Failed to Reimburse Unreimbursed Expense Class Members for their Necessarily***
19 ***Incurred Business Expenses***

20 59. As a result of the COVID-19 pandemic and the state of emergency declared in California
21 on March 4, 2020 due to the pandemic, all non-essential workers of Defendant including Unreimbursed
22 Expense Class Members were required to work from home. As a result, Unreimbursed Expense Class
23 Members incurred home office expenses including but not limited home internet cost, home internet
24 and/or mobile telephone expenses, ink toner/cartridges and paper, and other expenses associated with
25 working from home, in order to carry out their job duties.

26 60. Defendant was aware, or should have been aware, that Unreimbursed Expense Class
27 Members incurred these expenses in direct consequence of the discharge of their job duties because
28 Defendant required Unreimbursed Expense Class Members to work from home. Throughout the
Unreimbursed Expense Class Period, Defendant, however, did not maintain policies or practices of
reimbursing Unreimbursed Expense Class Members for their business expenses fully or at all for any such
expenses incurred throughout the Unreimbursed Expense Class Period as required under Labor Code
§ 2802.

1 61. As a result, Defendant knowingly permitted Plaintiff and Unreimbursed Expense Class
2 Members to pay for expenses incurred in direct consequently of discharging their duties for Defendant,
3 without any reimbursement or reimbursement in full by Defendant for such expenses.

4 62. Plaintiff and Unreimbursed Expense Class Members have been harmed by Defendant's
5 unlawful business expense policies and/or practice and/or lack of such policies and/or practices in that
6 they have not been paid for certain business expenses incurred while employed by Defendant, thereby
7 diminishing their agreed-upon compensation, in substantial amounts to be proved at trial.

8 ***I. Defendant's Labor Code Violations Were Unfair Business Practice***

9 63. From at least four years prior to filing this complaint, through the present, Defendant has
10 adopted and used unfair business practices to reduce Adjunct Class Members' and Unreimbursed Expense
11 Class Members' compensation and increase profits. These unfair business practices include failing to pay
12 members of the Classes, as applicable, for their time spent on rest periods separate and apart from the
13 Course Rate; failing to authorize and permit timely off-duty rest periods; failing to provide off-duty meal
14 breaks; failing to pay premium pay for missed rest and meal breaks; and failing to pay Adjunct Class
15 Members for their time spent teaching prior to the start of the Contract Teaching Agreement, separately
16 and apart from their Course Rate or at all; and failing to reimburse necessarily incurred business expenses.

17 **CLASS ACTION ALLEGATIONS**

18 36. Plaintiff brings this class action pursuant to Cal. Civ. Pro. Code. § 382 on behalf of the
19 Adjunct Class and the Unreimbursed Expense Class. Upon information and belief, there are more than
20 100 Class Members in each Class. The members of the Classes are so numerous that joinder of all
21 members is impractical.

22 37. Plaintiff's claims are typical of the claims of the members of each Class because he was
23 an adjunct instructor who was (a) not paid separately from the Course Rate or at all for hours worked
24 before the first day of classes and before the start of the Contract Teaching Agreement; (b) not paid at
25 least at the average hourly rate for time spent on rest breaks, was subject to Defendant's policies and
26 practices that prevented and/or impeded his ability to take authorized and permitted to take paid off-duty
27 rest periods and meal periods, and was not paid premium pay for missed or unpaid rest and meal breaks;
28 (c) not paid all wages due upon discharge, (d) not provided with an accurate and itemized wage statement
for each pay period; and (e) not reimbursed for business expenses incurred in the discharge of his duties
for Defendant.

38. Plaintiff will fairly and adequately represent the interests of the Classes. Plaintiff has no
conflict of interest with any member of the Classes. Plaintiff has retained competent and experienced

1 counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
2 adequately represent the interests of the Classes.

3 39. Common questions of law and fact exist as to all members of the Classes and predominate
4 over any questions solely affecting individual members of the Classes. Among the questions of law and
5 fact common to the Plaintiff and the Classes are the following:

- 6 a. Whether Adjunct Class Members are non-exempt employees;
- 7 b. Whether a Course Rate is a piece rate;
- 8 c. Whether Defendant violated Labor Code §§ 226.2 and 1194 and Wage Order No. 4-
9 2001, § 4 by failing to pay Plaintiff and Adjunct Class Members for all hours worked
10 including, but not limited to at least minimum wage for their time spent working prior
11 to the Contract Teaching Agreement during the Class Period;
- 12 d. Whether Defendant is liable for liquidated damages to Plaintiff and the Adjunct Class
13 under Labor Code § 1194.2;
- 14 e. Whether Defendant violated Labor Code § 226.2 and Wage Order No. 4-2001, § 4 by
15 failing to pay Plaintiff and the Adjunct Class separately and apart from the Course Rate
16 for their rest breaks;
- 17 f. Whether Defendant violated Wage Order No. 4-2001 §§ 11 and 12 by maintaining
18 policies and practices that prevented or impeded Adjunct Class Members from taking
19 off-duty rest periods and meal breaks;
- 20 g. Whether Defendant violated Labor Code § 226.7 and 512 and Wage Order No. 4-2001
21 § 11 and 12 by failing to pay one hour of premium pay for each day that a paid rest period
22 or unpaid meal period was not provided during the Class Period;
- 23 h. Whether Defendant violated Labor Code §§ 226(a) and 226.2 by failing to issue
24 itemized wage statements to Plaintiff and Adjunct Class Members;
- 25 i. Whether Defendant's violation of Labor Code § 226(a) was knowing and intentional;
- 26 j. Whether Plaintiff and Class Members suffered injury for the purposes of Labor Code
27 § 226(e);
- 28 k. Whether Defendant violated Labor Code § 203 by failing to pay Class Members for all
of their wages due to them at the time of discharge from employment, including but
not limited to as a result of failing to pay them wages owed to them for their time
worked prior the start of classes and premium pay;

- 1 l. Whether Plaintiff, Adjunct Class Members, and Unreimbursed Expense Class
2 Members, incurred phone and home office expenses in order to perform their duties
3 for Defendant;
- 4 m. Whether Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff,
5 Adjunct Class Members, and Unreimbursed Expense Class Members, for their
6 necessarily incurred business expenses;
- 7 n. Whether these violations constitute unfair, unlawful, and fraudulent business practices,
8 in violation of UCL;
- 9 o. Whether Plaintiff and members of the Classes are entitled to restitution under Bus. &
10 Prof. Code § 17200 *et seq.* for uncompensated wages and unpaid premium pay; and
- 11 p. The proper formula(s) for calculating damages, interest, and restitution owed to
12 Plaintiff and the Classes;
- 13 q. Whether the Classes are entitled to declaratory and injunctive relief.

14 40. Class action treatment is superior to any alternative to ensure the fair and efficient
15 adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly
16 situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and
17 without duplication of effort and expense that numerous individual actions would entail. No difficulties
18 are likely to be encountered in the management of this class action that would preclude its maintenance
19 as a class action, and no superior alternative exists for the fair and efficient adjudication of this
20 controversy. Members of each Class are readily identifiable from Defendant's employee rosters and/or
21 payroll records.

22 41. Defendant's actions are generally applicable to all members of each Class. Prosecution of
23 separate actions by individual members of each Class creates the risk of inconsistent or varying
24 adjudications of the issues presented herein, which, in turn, would establish incompatible standards of
25 conduct for Defendant.

26 42. Because joinder of all members is impractical, a class action is superior to other available
27 methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for
28 many members of each Class, while substantial, may not be sufficient to enable them to maintain separate
 suits against Defendant.

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FIRST CAUSE OF ACTION
Failure to Pay for All Hours Worked
[Cal. Labor Code §§ 226.2, 1194, 1194.2; Wage Order No. 4-2001, § 4]

43. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

44. Labor Code § 1194 provides, in relevant part:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage [...], including interest thereon, reasonable attorney’s fees, and costs of suit.”

45. Labor Code § 1194.2 provides, in relevant part:

“In any action under ... Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. ...”

46. Labor Code § 226.2(a)(1) states that “employees shall be compensated for... nonproductive time separate from any piece-rate compensation.”

47. As set forth above, during the Class Period, Plaintiff and Adjunct Class Members were non-exempt employees paid a Course Rate for the time spent on teaching courses, which is a piece-rate, but Defendant did not compensate them for their time spent working prior to the start date of the Contract Teaching Agreement, separately from the Course Rate, or at all.

48. Further, Defendant in calculating the Course Rate estimated that Plaintiff and Adjunct Class Members worked 2.25 hours per credit hour. However, Plaintiff and Adjunct Class Members routinely worked more than 2.25 hours per credit hour.

49. Accordingly, pursuant to § 4 of the Wage Order and Labor Code §§ 226.2, 1194 and 1194.2, Plaintiff and the Adjunct Class Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated damages in an additional amount equal to the total amount of applicable wages unlawfully withheld during the Class Period.

50. Plaintiff, on behalf of himself and all other Adjunct Class Members, requests relief as described below.

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SECOND CAUSE OF ACTION
Failure to Authorize and Permit Paid Rest Periods or Pay Missed Rest Period Premiums
[Cal. Labor Code §§ 226.2 and 226.7; IWC Wage Order No. 4-2001 § 12]

51. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in

1 the preceding paragraphs.

2 52. Labor Code § 226.2(a)(1) states that “employees shall be compensated for rest and
3 recovery periods.... Separate from any piece-rate compensation.”

4 53. Wage Order No. 4-2001 § 12(A) provides:

5 “(A) Every employer shall authorize and permit all employees to take rest periods, which insofar
6 as practicable shall be in the middle of each work period. The authorized rest period time shall be
7 based on the total hours worked daily at the rate of ten minutes net rest time per four hours or
8 major fraction thereof. However, a rest period need not be authorized for employees whose total
9 daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be
10 counted as hours worked for which there shall be no deduction from wages.”

11 54. California Labor Code § 226.7(a) provides, “No employer shall require any employee to
12 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
13 Commission.”

14 55. As set forth above, during the Class Period, Plaintiff and Adjunct Class Members routinely
15 worked 3.5 consecutive hours or more in a workday. However, Defendant did not compensate them for
16 their time spent on rest breaks separately and apart from the Course Rate, as required under Labor Code
17 § 226.2.

18 56. Under the theory that Adjunct Class Members were not piece-rate workers but were still
19 non-exempt under Wage Order No. 4-2001, § 1(A), Defendant also regularly failed to authorize and
20 permit Plaintiff and Adjunct Class Members to take paid off-duty rest breaks by requiring them to remain
21 available to students for questions before, during and after class, in violation of Wage Order No. 4-2001
22 § 12.

23 57. As a result of Defendant’s policies and practices, Plaintiff and the Adjunct Class Members
24 were not authorized and permitted to take compliant rest breaks, and are entitled to recover one additional
25 hour of pay at the employee’s regular rate of compensation for each day in which Defendant failed to
26 authorize and permit Adjunct Class Members to take paid rest periods as required under Labor Code §
27 226.7 and Wage Order No. 4-2001 § 12.

28 58. Plaintiff, on behalf of himself and all other Adjunct Class Members, requests relief as
described below.

THIRD CAUSE OF ACTION

**Failure to Authorize and Permit Meal Periods or Pay Missed Meal Period Premiums
[Cal. Labor Code §§ 226.7, 512; Wage Order No. 4-2001, § 11]**

1 59. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
2 preceding paragraphs.

3 60. Pursuant to Labor Code § 226.7(b), “(b) An employer shall not require an employee to
4 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
5 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
6 Standards Board, or the Division of Occupational Safety and Health.”

7 61. Pursuant to Labor Code § 512(a), “(a) An employer shall not employ an employee for a
8 work period of more than five hours per day without providing the employee with a meal period of not
9 less than 30 minutes....”

10 62. Pursuant to Wage Order No. 4-2001, § 11, “No employer shall employ any person for a
11 work period of more than five (5) hours without a meal period of not less than 30 minutes....”

12 63. If an employer fails to provide the meal period, it shall pay the employee one hour of pay
13 at the employee’s regular rate of compensation for each workday that the meal period is not provided.
14 *Id.*; Labor Code § 226.7(c).

15 64. Because Plaintiff and Adjunct Class Members were non-exempt employees, Defendant
16 was required but failed to authorize and permit them to take off-duty meal breaks because Defendant
17 required and/or expected all Adjunct Class Members to remain available to students for questions before,
18 during and after class. As a result, Defendant was required, but failed to pay premium pay pursuant to
19 Labor Code § 226.7 and Wage Order No. 4-2001, § 11.

20 65. Plaintiff, on behalf of himself and all other Adjunct Class Members, requests relief as
21 described below.

FOURTH CAUSE OF ACTION
Failure to Issue Accurate Itemized Wage Statements
[Labor Code §§ 226(a), (e); 226.2]

22 66. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
23 preceding paragraphs.

24 67. During the Wage Statement Class Period, Defendant failed to furnish Plaintiff and
25 Adjunct Class Members with accurate itemized wage statements in violation of Labor Code § 226(a) by
26 failing to list on the wage statements (1) gross wages earned, (2) total hours worked, (3) net wages earned,
27 and (4) all applicable hourly rates in effect during the pay period, and the corresponding number of hours
28 worked at each hourly rate, in violation of Labor Code § 226(a)(1), (2), (5), and (9).

 68. Defendant also failed to itemize the total number of hours of compensable rest periods,

1 the rate of compensation, and the gross wages paid for those periods during the pay period; and the total
2 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during
3 the pay period, as required under Labor Code § 226.2.

4 69. Plaintiff and Adjunct Class Members suffered injury as a result of Defendant's knowing
5 and intentional failure to comply with Labor Code § 226(a).

6 70. As a result of Defendant's knowing and intentional violations of Labor Code § 226(a)
7 described above, Adjunct Class Members are entitled to recover an initial penalty of \$50, and subsequent
8 penalties of \$100, for each incomplete and/or inaccurate wage statement issued to them, up to an amount
9 not exceeding an aggregate penalty of \$4,000 for each Adjunct Class Member, pursuant to Labor Code
§ 226(e).

10 71. Plaintiff, on behalf of himself and all other Adjunct Class Members, requests relief as
11 described below.

12 **FIFTH CAUSE OF ACTION**
13 **Failure to Pay Compensation Due Upon Discharge**
14 **[Cal. Labor Code §§ 201-203]**

15 72. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
16 preceding paragraphs.

17 73. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to
18 Class Members promptly at their time of their discharge from employment. Labor Code § 203 provides
19 that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required
20 by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to
21 30 work days.

22 74. During the Waiting Time Penalties Class Period, Defendant employed Plaintiff and
23 Adjunct Class Members on a limited contract by contract basis, for a set period of time. At the end of the
24 contract, Plaintiff and Adjunct Class Members were discharged from the employment of Defendant for
25 the purposes of Labor Code § 201-203. As a result, Defendant was required to pay Plaintiff and Adjunct
26 Class Members all wages due upon the end of the Contract Teaching Agreement. However, Defendant
27 did not pay on this date, and waited until its regular payroll schedule to pay Plaintiff and Class Members,
28 which was often many days after the expiration of their contract.

75. As a result, Defendant is liable to Plaintiff and Adjunct Class Members for waiting time
penalties pursuant to Labor Code § 203. Defendant's failure to pay wages for such time was willful.

1 76. Defendant failed to pay Class Members who are former employees their final wages at the
2 time of their discharge from employment, as required by Labor Code §§ 201 and 202, including but not
3 limited to as a result of failing to pay them all wages due to them for the work performed prior to the first
4 day of classes, and premium pay.

5 77. In light of the clear law requiring that Defendant pay for time spent working prior to the
6 start of the Contract Teaching Agreement, to pay for rest breaks hourly and separately from the Course
7 Rate, and to pay premium pay for missed breaks, Defendant's failure to pay wages for such time was
8 willful.

9 78. As a result, Defendant is liable to Plaintiff and other members of the Waiting Time Penalty
10 Class for waiting time penalties pursuant to Labor Code § 203.

11 79. Plaintiff, on behalf of himself and all other Adjunct Class Members, requests relief as
12 described below.

13 **SIXTH CAUSE OF ACTION**
14 **Failure to Reimburse Cell Phone Business Expenses**
15 **[Cal. Labor Code § 2802]**

16 80. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
17 preceding paragraphs.

18 81. Labor Code § 2802 provides: "[a]n employer shall indemnify his or her employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
20 or her duties."

21 82. In order to discharge their duties for Defendant, Plaintiff, the Adjunct Class Members and
22 the Unreimbursed Expenses Class Members were expected and/or required to incur unreimbursed
23 expenses in carrying out their work duties for Defendant. These expenses include but are not limited to
24 home internet, home or mobile telephone expenses, ink toner/cartridges and paper and other expenses
25 associated with working from home.

26 83. Although having knowledge of such expenses, Defendant did not reimburse Plaintiff,
27 Adjunct Class Members, and Unreimbursed Expense Class Members for their business expenses, as
28 required by Labor Code § 2802.

84. Defendant's failure to reimburse Plaintiff, Adjunct Class Members, and Unreimbursed
Expense Class Members business expenses violated non-waivable rights secured to them by Labor Code
§ 2802. Plaintiff, Adjunct Class Members, and Unreimbursed Expense Class Members are entitled to

1 reimbursement for these business expenses, plus interest and attorneys' fees and costs, under Labor Code
2 § 2802.

3 85. Plaintiff, on behalf of himself, Adjunct Class Members, and Unreimbursed Expense Class
4 Members, requests relief as described below.

5 **SEVENTH CAUSE OF ACTION**
6 **Violation of Unfair Competition Laws**
7 **[Cal. Bus. & Prof. Code § 17200 *et seq.*]**

8 86. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
9 preceding paragraphs.

10 87. The UCL prohibits any unlawful, unfair, or fraudulent business practices. Labor Code
11 § 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in
12 order to ensure employees are not required to work under substandard and unlawful conditions, and to
13 protect employers who comply with the law from those who attempt to gain competitive advantage at the
14 expense of their workers by failing to comply with minimum labor standards. Through its actions alleged
15 herein, Defendant has engaged in unfair competition within the meaning of the UCL, because Defendant's
16 conduct has violated state wage and hour laws as herein described.

17 88. Beginning at least four years prior to the filing of this Complaint, Defendant committed,
18 and continues to commit, acts of unfair competition, as defined in the UCL by wrongfully denying Adjunct
19 Class Members payment in the amount of at least minimum wages for all their hours worked in violation
20 of Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4; by failing to authorize and permit
21 paid rest breaks and pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and Wage
22 Order No. 4-2001 § 12; by failing to provide unpaid off-duty meal breaks and pay premium pay for missed
23 meal breaks in violation of Labor Code § 226.7 and 512 and Wage Order No. 4-2001 § 11; and by failing
24 to reimburse Adjunct Class Members and Unreimbursed Expense Class Members business expenses in
25 violation of Code § 2802.

26 89. By its actions and omissions, Defendant has substantially injured Plaintiff, Adjunct Class
27 Members, and Unreimbursed Expense Class Members. The harm to Plaintiff, Adjunct Class Members,
28 and Unreimbursed Expense Class Members resulting from Defendant's labor code violations outweighs
the utility, if any, of Defendant's policies and practices. Therefore, Defendant's actions described herein
constitute an unfair business practice or act within the meaning of the UCL.

90. Plaintiff, on behalf of himself and all other Adjunct Class Members and Unreimbursed
Expense Class Members, requests relief as described below.

1 **EIGHTH CAUSE OF ACTION**

2 **Civil Penalties**

3 **[Labor Code §§ 2698 et seq.]**

4 91. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

5 92. Plaintiff seeks PAGA penalties on behalf of himself, Adjunct Aggrieved Employees, and Aggrieved Employees, for the following violations:

6 ***Violation of Labor Code § 226.2 and 1194***

7 93. During the PAGA Period, Defendant did not compensate Adjunct Aggrieved Employees for their time spent working prior to the start date of the Contract Teaching Agreement, separately from the Course Rate, or at all, in violation of Labor Code §§ 226.2 and 1194, and Wage Order No. 4-2001, § 4.

8 94. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) per pay period for each initial violation of Labor Code §§ 226.2 and 1194, and two hundred dollars (\$200) per pay period for each subsequent violation.

9 ***Violation of IWC Wage Order No. 4-2001 § 12 and Labor Code §§ 226.7***

10 95. During the PAGA Period, Defendant failed to pay Adjunct Aggrieved Employees for their time spent on rest breaks separately and apart from the Course Rate, in violation of Labor Code § 226.2. Defendant also failed to authorize and permit paid rest breaks and pay missed rest break premiums in violation of IWC Wage Order No. 4-2001 § 12 and Labor Code § 226.7.

11 96. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) per pay period for each initial violation of Labor Code §§ 226.2 and 26.7, and two hundred dollars (\$200) per pay period for each subsequent violation.

12 ***Violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, § 11***

13 97. During the PAGA Period, Defendant failed to provide off-duty meal breaks in violation of Labor Code § 512, and failed to pay missed meal break premiums in violation of IWC Wage Order No. 4-2001 § 11 and Labor Code § 226.7.

14 98. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) per pay period for each initial violation and two hundred dollars (\$200) per pay period for each subsequent violation.

15 ***Violation of Labor Code §§ 226(a)(2) (a)(3), (a)(5) and 226.2(a)***

16 99. During the PAGA Period, Defendant failed to issue accurate itemized wage statements by

1 failing to list on the wage statements (1) gross wages earned, (2) total hours worked, (3) net wages earned,
2 and (4) all applicable hourly rates in effect during the pay period, and the corresponding number of hours
3 worked at each hourly rate, in violation of Labor Code § 226(a)(1), (2), (5), and (9).

4 100. Defendant also failed to itemize the total number of hours of compensable rest periods,
5 the rate of compensation, and the gross wages paid for those periods during the pay period; and the total
6 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during
7 the pay period, as required under Labor Code § 226.2.

8 101. Pursuant to Labor Code § 226.3, Plaintiff and Adjunct Aggrieved Employees are entitled
9 to \$250 for each initial pay period with a violation and \$1,000 for each subsequent pay period with a
10 violation

11 102. Alternatively, under Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees
12 are entitled to a PAGA penalty equal to one hundred dollars (\$100) per pay period per Aggrieved
13 Employee for each initial violation of Labor Code § 226(a)(1), (a)(2), (a)(3), (a)(5), and (a)(9), and two
14 hundred dollars (\$200) per pay period for each subsequent violation.

15 ***Violation of Labor Code § 2802 on behalf of Adjunct Aggrieved Employees***

16 103. During the PAGA Period, Adjunct Aggrieved Employees incurred unreimbursed expenses
17 in carrying out their job duties for Defendant when they taught online courses from home, including but
18 are not limited to home office expenses including internet cost, home or mobile telephone expenses, ink
19 toner/cartridges and paper and other expenses associated with working from home. Defendant knew or
20 should have known that Adjunct Aggrieved Employees incurred these expenses because Defendant
21 required and/or expected Adjunct Aggrieved Employees to teach online courses from home. Defendant
22 did not reimburse these expenses in violation of Labor Code § 2802.

23 104. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
24 one hundred dollars (\$100) per pay period for each initial violation and two hundred dollars (\$200) per
25 pay period for each subsequent violation.

26 ***Violation of Labor Code § 2802 on behalf of Aggrieved Employees***

27 105. During the PAGA Period, Aggrieved Employees incurred home office expenses including
28 but not limited home internet cost, home or mobile telephone expenses, ink toner/cartridges and paper,
and other expenses associated with working from home, in order to carry out their job duties for
Defendant. However, Defendant did not reimburse them for these expenses fully or at all in violation of
§ 2802 of the California Labor Code.

1 106. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
2 one hundred dollars (\$100) per pay period for each initial violation and two hundred dollars (\$200) per
3 pay period for each subsequent violation.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff, on behalf of himself and the Classes, prays for the following relief:

6 A. An Order that this action may proceed and be maintained as a class action, with the Classes
7 as designated and defined in this Complaint, and that the Plaintiff and his counsel be certified as
8 representatives and Counsel for the Classes, respectively.

9 B. On the First Cause of Action: That the Court find and declare that Defendant violated
10 Labor Code §§ 226.2, 1194, and 1194.2 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and
11 Adjunct Class Members for their time spent performing work prior to the start of the Contract Teaching
12 Agreements, separately and apart from the Course Rate, or at all, and award Plaintiff and the Adjunct
13 Class the amount of their unpaid minimum wages owed to them for that work, plus liquidated damages
14 in an additional amount equal to the amount of wages unlawfully withheld during the Class Period.

15 C. On the Second Cause of Action: That the Court find and declare that Defendant violated
16 Labor Code §§ 226.2, 226.7 and Wage Order No. 4-2001, § 12 by failing to pay Plaintiff and Adjunct
17 Class Members for their time spent on rest breaks separately and apart from the Course Rate, failing to
18 authorize and permit timely off-duty rest breaks, and failing to pay premium pay for rest breaks; and
19 award Plaintiff and the Adjunct Class unpaid wages for rest break time and unpaid premium pay for
20 missed rest breaks.

21 D. On the Third Cause of Action: That the Court find and declare that Defendant violated
22 Labor Code §§ 226.7 and 512 and Wage Order No. 4-3002, § 11 by failing to authorize and permit timely
23 off-duty meal breaks, and award Plaintiff and the Adjunct Class unpaid premium pay for missed meal
24 breaks.

25 E. On the Fourth Cause of Action: That the Court find and declare that Defendant violated
26 Labor Code §§ 226(a) and 226.2, and award Plaintiff and Adjunct Class Members who worked for
27 Defendant during the one year prior to the filing of this action statutory penalties under Labor Code §
28 226(e);

F. On the Fifth Cause of Action: That the Court find and declare that Defendant has violated
Labor Code §§ 201–202, and award Plaintiff and Class Members, who were discharged from employment
during the three years prior to the filing of this action, waiting time penalties under Labor Code § 203;

1 G. On the Sixth Cause of Action: That the Court find and declare that Defendant's business
2 expense policies and/or practices violate California law, including Labor Code § 2802, by refusing and/or
3 failing to reimburse business expenses incurred by Plaintiff, Adjunct Class Members and Unreimbursed
4 Expense Class Members, and that the Court award to Plaintiff, Adjunct Class Members and Unreimbursed
5 Expense Class Members all business expenses, and interest thereon, that they are owed, pursuant to Labor
6 Code § 2802, in an amount to be proved at trial.

7 H. On the Seventh Cause of Action: That the Court find and declare Defendant has violated
8 the UCL by failing to pay Adjunct Class Members for their rest break time and time spent working prior
9 to the start of the Contract Teaching Agreement separately and apart from the Course Rate, in violation
10 of Labor Code §§ 1194, 226.2, 226.7, and Wage Order No. 4-2001, § 12; by failing to authorize and
11 permit paid rest breaks for members of the Class and by failing to pay premium pay for missed rest breaks
12 in violation of Labor Code § 226.7 and IWC Wage Order 4-2001, § 12; ; by failing to provide unpaid off-
13 duty meal breaks and pay premium pay for missed meal breaks in violation of Labor Code § 226.7 and
14 512 and Wage Order No. 4-2001 § 11; failing to reimburse Adjunct Class Members and Unreimbursed
15 Expense Class Members' business expenses; and award restitution to the Classes, including, but not
16 limited to, unpaid wages, an additional hour of pay at the employee's regular rate of compensation for
17 each day that a rest break or meal break was not provided during the Class Period, and reimbursement of
18 business expenses in the amount to be proved at trial.

19 I. On the Eighth Cause of Action: That the Court award PAGA Civil Penalties, and attorneys'
20 fees and costs, as provided under Labor Code § 2699.

21 J. That the Court award attorneys' fees and costs of suit to the extent permitted by law,
22 including, but not limited to, Labor Code §§ 1194, 226(e) and (h), 2802(c), 2699, and Cal. Civil Procedure
23 Code § 1021.5.

24 K. All other relief as this Court deems proper.

25 **JURY DEMAND**

26 Plaintiff hereby demands trial by jury of all claims against Defendant alleged herein.

27 Dated: July 2, 2021

28 HammondLaw, P.C.

Julian Hammond
Counsel for Plaintiff