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8
9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 **LARISSA MARANTZ and MORGHAN**
GILL, individually and on behalf of all others
12 similarly situated,

13 Plaintiffs,

14 vs.

15 **LAGUNA COLLEGE OF ART AND**
DESIGN, a California Non-Profit Corporation,

16 Defendant.

CASE NO. 30-2021-01194814-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) Failure to Pay Wages Separately from the Piece and Hourly for Non-productive Time and/or Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 226.2, 1194, 1194.2; IWC Wage Order No. 4-2001, § 4);
- (2) Failure to Provide Paid Off-Duty Rest Breaks, and Failure to Pay Premium Pay (Cal. Labor Code §§ 226.2, 226.7; IWC Wage Order No. 4-2001, §§ 4, 12);
- (3) Failure to Provide Off-duty Meal Periods and Pay Premium Pay (Cal. Labor Code § 512 and Wage Order No. 4, § 11);
- (4) Failure to Pay Compensation Due Upon Discharge From Employment (Cal. Labor Code §§ 201-203);
- (5) Failure to Issue Accurate Itemized Wage Statements (Cal. Labor Code §§ 226(a), (e) and 226.2(a));
- (6) Failure to Reimburse for Necessarily Incurred Business Expenses (Cal. Labor Code § 2802);
- (7) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); and
- (8) Civil Penalties Pursuant to Private Attorney General Act (Cal. Labor Code §§ 2698 *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiffs Larissa Marantz and Morghan Gill (“Plaintiffs”), on behalf of themselves and all others
2 similarly situated, 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 and unpaid premium pay, statutory penalties, interest, injunctive relief, restitution, and
6 reasonable attorneys’ fees and costs under California Labor Code (“Labor Code”) §§ 226.2, 1194, 1194.2,
7 226.7, 512, 201-203, IWC Wage Order No. 4-2001 (“Wage Order No. 4”) §§ 4, 11 and 12, California
8 Civil Procedure Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”),
9 Business & Professions Code §§ 17200 *et seq.* on behalf of Plaintiffs and all other similarly situated
10 individuals currently and formerly employed by the Laguna College of Art & Design (“LCAD” or
11 “Defendant”) in California as part-time faculty, adjunct instructors, or in a similar capacity (“Adjunct
12 Class Members”) from April 9, 2017 up to and including February 23, 2022 (“Adjunct Class Period”).
13 Defendant’s violations of California’s wage and hour laws and unfair competition laws, as described more
14 fully below, have occurred since at least April 9, 2017 .

15 2. From April 9, 2017 through to September 7, 2020, Adjunct Class Members were non-
16 exempt employees because they did not earn a monthly salary equivalent of two times the state minimum
17 wage for full-time employment, the minimum amount an employee must earn to be considered exempt
18 under Wage Order No. 4, and because they were paid on a piece-rate basis during each semester (i.e. a
19 flat/ascertainable amount per credit unit taught).

20 3. Effective September 8, 2020, California Legislature enacted Labor Code § 515.7 which
21 expanded the professional exemption as it applies to instructors employed by private non-profit colleges
22 and universities. Pursuant to Labor Code § 515.7 instructors may be classified as exempt even if they do
23 not meet the minimum salary set out in the Wage Order so long as they are paid on a salary basis and (1)
24 earn a specified minimum per classroom hours or (2) are employed pursuant to a collective bargaining
25 agreement that provides in clear and unambiguous terms that instructors are exempt. From September 7,
26 2020 to July 31, 2021, Adjunct Class Members were non-exempt because they were not paid a salary but
27 on a piece-rate basis and the CBA had not provided that Adjunct Class Members were exempt.

28 4. Because Adjunct Class Members are piece rate workers, Defendant was required to pay
them separately from the piece and hourly at least at the minimum wage for their non-productive time
(i.e. time spent working outside the hours of classroom instruction, including but not limited to, attending
faculty meetings, responding to questions’ questions outside the hours of classroom instruction).
Defendant, however, did not pay them for their non-productive time, in violation of Labor Code §§ 226.2,

1 1194, 1194.2, and Wage Order No. 4-2001, § 4. As a result, Defendant is also liable to Adjunct Class
2 Members for unpaid wages.

3 5. Pursuant to Labor Code §§ 226.2, 226.7 and Wage Order No. 4-2001, § 12, Defendant was
4 also required to pay Adjunct Class Members separately and hourly and at their average hourly rate for
5 their time spent on rest breaks for all shifts of 3.5 hours or longer. Defendant routinely scheduled Adjunct
6 Class Members to teach/work for 3.5 hours or more, however, did not pay them separately and hourly for
7 their rest break time and as a result violated California's rest break laws, thus entitling Adjunct Class
8 Members to one hour of premium pay for each unpaid rest break.

9 6. Additionally, Defendant failed to permit and authorize Adjunct Class Members to take off-
10 duty rest breaks as required under Labor Code § 226.7 and Wage Order No. 4-2001 § 12. Defendant
11 maintained policies and/or practices that impeded Adjunct Class Members' abilities to take a paid off-
12 duty rest breaks, including, but not limited to, requiring and/or expecting Adjunct Class Members to be
13 available to students for questions during classroom breaks, the only time otherwise available for Adjunct
14 Class Members to take a break during a class of 3.5 hours or longer. Defendant failed to pay premium
15 pay for missed rest breaks, in violation of Labor Code § 226.7 and Wage Order No. 4-2001 § 12.

16 7. Further, Defendant failed to permit and authorize Adjunct Class Members to take off-duty
17 meal breaks when required, in violation of Labor Code § 512 and Wage Order No. 4, § 11. Defendant
18 maintained policies and/or practices that impeded Adjunct Class Members' abilities to take a paid off-
19 duty 30-minute meal periods on days on which Adjunct Class Members worked 5 hours or longer in a
20 row, and failed to pay premium pay for missed meal breaks, in violation of Labor Code § 226.7 and Wage
21 Order No. 4 § 11. The nature of Adjunct Class Members' job duties was also such that they were routinely
22 not able to take off-duty meal breaks because students approached them with questions, including during
23 classroom breaks.

24 8. As a result of failing to pay wages for all hours worked, failure to pay separately and hourly
25 for rest break time, and failure to premium pay for missed rest and meal breaks, Defendant failed to pay
26 Adjunct Class Members all compensation due and owing to them upon discharge of employment as
27 required by Labor Code § 201. Additionally, Defendant employed Adjunct Class Members on a semester-
28 by-semester, or at most on a two-semester basis, and Adjunct Class Members were discharged from
Defendant's employ at the end of each semester or each contract. However, Defendant did not pay
Adjunct Class Members' all compensation due and owing to them upon discharge from employment
because it Adjunct Class Members received their final paycheck according to Defendant's regular payroll

1 schedule, which resulted in late payments. As a result, Defendant is liable for waiting time penalties
2 pursuant to Labor Code § 203.

3 9. This action is also brought on behalf of Plaintiffs and other Adjunct Class Members who
4 are or have been employed by Defendant from April 9, 2020 up to and including February 23, 2022
5 (“Wage Statement Subclass Period”) for statutory penalties, injunctive relief, and reasonable attorneys’
6 fees and costs pursuant to Labor Code § 226(a), (e), and (h) and § 226.2. During the Wage Statement
7 Subclass Period, Defendant knowingly and intentionally failed to furnish Plaintiffs and other Adjunct
8 Class Members with accurate itemized wage statements by failing to include on their wage statements,
9 including but not limited to, the following information: the total number of hours worked, applicable
10 hourly rate(s) in effect during each pay period, the number of piece-rate units earned and applicable piece
11 rate; compensable rest periods, rate of compensation and gross wages earned for the rest periods; and
12 compensable non-teaching time, rate of compensation, and gross wages earned for that time, in violation
13 of Labor Code §§ 226(a) and 226.2(a). Defendant’s violation of Labor Code § 226(a) and § 226.2 was
14 knowing and intentional, and Plaintiffs and Adjunct Class Members suffered injury as a result in that she
15 could not ascertain from the wage statement alone the number of hours worked, or the applicable hourly
16 rate earned. As a result, Plaintiffs and Adjunct Class Members are entitled to statutory penalties and
17 reasonable attorney’s fees pursuant to Labor Code § 226(e), and seek injunctive relief under Labor Code
18 § 226(h).

19 10. During the Adjunct Class Period, Defendant also failed to reimburse Plaintiffs and other
20 Adjunct Class Members for their necessarily incurred business expense pursuant to Labor Code § 2802.
21 LCAD maintained a policy and/or practice of requiring Adjunct Class Members to pay for their supplies
22 and materials out of pocket, including but not limited to, books, painting supplies, graphic editor software.
23 Plaintiff and Adjunct Class Members could not carry out their job duties for Defendant effectively without
24 purchasing these supplies. Starting from March 23, 2020 up to and including February 23, 2022, as a
25 result of the COVID 19 pandemic, Defendant maintained a policy and/or practice of requiring Plaintiffs
26 and Adjunct Class Members to teach classes remotely. In order to carry out and perform their assigned
27 work-related duties remotely, Plaintiffs and Adjunct Class Members incurred expenses including but not
28 limited to cost of internet service and telephone service (hereinafter, “Home Office Expenses”). However,
Defendant maintained a policy and/or practice from March 23, 2020 to February 23, 2022 of failing to
reimburse Plaintiffs and Adjunct Class Members for these necessarily incurred home office expenses, in
violation of Labor Code § 2802.

1 11. This action is also brought on behalf of Plaintiffs and all other current and former
2 employees of Defendant in California other than Adjunct Class Members who worked remotely for
3 Defendant ("Expense Reimbursement Class Members" or "ER Class Members") at any time from March
4 23, 2020 up to and including February 23, 2022 ("Expense Reimbursement Class Period" or "ER Class
5 Period") for unreimbursed business expenses incurred by them during that period. During the ER Class
6 Period, as a result of the COVID 19 pandemic, Defendant maintained a policy and/or practice of requiring
7 Plaintiffs and ER Class Members to work remotely. In order to carry out and perform their assigned work-
8 related duties remotely, Plaintiffs and ER Class Members incurred expenses including but not limited to
9 Home Office Expenses. However, Defendant maintained a policy and/or practice during the ER Class
10 Period of failing to reimburse Plaintiffs and ER Class Members for these necessarily incurred home office
expenses, in violation of Labor Code § 2802.

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

13 13. Plaintiff Marantz also brings this action as a representative action under the Labor Code
14 Private Attorneys General Act ("PAGA"), Labor Code §§ 2698 *et seq.*, for civil penalties on behalf of
15 herself and other current and former part-time faculty of Defendant ("Adjunct Aggrieved Employees")
16 employed by LCAD from April 7, 2020 up to and including to February 23, 2022 ("PAGA Period") for
17 the Labor Code and Wage Order violations alleged herein, specifically Labor Code §§ 226(a), 226.2,
226.7, 512, 201-203, 1194, and 2802 and IWC Wage Order No. 4-2001 §§ 4, 11, and 12.

18 14. Plaintiff Marantz also brings this PAGA Action for civil penalties on behalf of herself and
19 all other individuals employed by LCAD in California other than Adjunct Aggrieved Employees who
20 worked remotely for LCAD ("Reimbursement Aggrieved Employees") during the PAGA Period for
Defendant's violation of Labor Code § 2802.

21 **PARTIES**

22 15. Plaintiff Marantz is a resident of Orange, California who was employed by LCAD as an
23 adjunct instructor from approximately August 2008 until December 2020. During her employment,
24 Plaintiff Marantz was subject to Defendant's unlawful conduct described herein.

25 16. Plaintiff Gill is a resident of Foothill Ranch, California who was employed by LCAD as
26 an adjunct instructor from approximately 2015 until June 2020. During her employment, Plaintiff Gill
was subject to Defendant's unlawful conduct described herein.

27 17. Defendant is a private non-profit university, incorporated in California and located in
28 Laguna Beach, Orange County, California.

1 **JURISDICTION**

2 18. This Court has jurisdiction over Plaintiffs and Adjunct Class Members' claims for failure
3 to pay separately and hourly for non-productive time and/or failure to pay wages for all hours worked
4 pursuant to Labor Code §§ 226.2, 1194, 1194.2 and Wage Order No. 4 § 4.

5 19. This Court has jurisdiction over Plaintiffs and Adjunct Class Members' claims for failure
6 to pay separately and hourly for rest break time and/or failure to permit and authorize off-duty rest breaks,
7 and failure to pay premium pay for missed rest breaks pursuant to Labor Code §§ 226.2, 226.7 and Wage
8 Order No. 4 §§ 4, 12.

9 20. This Court has jurisdiction over Plaintiffs and Adjunct Class Members' claims for failure
10 to provide off-duty meal periods pursuant to Labor Code § 512 and Wage Order No. 4, § 11.

11 21. This Court has jurisdiction over Plaintiffs and Adjunct Class Members' claims for
12 compensation due upon discharge from employment under Labor Code §§ 201-203.

13 22. This Court has jurisdiction over Plaintiff Marantz and Adjunct Class Members' claims for
14 the failure to issue accurate itemized wage statements under Labor Code §§ 226(a), (e), and 226.2(a).

15 23. This Court has jurisdiction over Plaintiffs and Adjunct Class Members' claims for failure
16 to reimburse for all necessarily incurred business expenses and Plaintiff's and ER Class Members' claims
17 for failure to reimburse for all necessarily incurred business expenses under Labor Code § 2802.

18 24. This Court has jurisdiction over the claims for restitution arising from Defendant's
19 violations of Labor Code §§ 226.2, 226.7, 1194, 1194.2, 2802, and Wage Order No. 4 §§ 4, 11 and 12,
20 under the UCL, Bus. & Prof. Code §§ 17203 and 17204.

21 25. This Court has jurisdiction over claims for attorney's fees and costs pursuant to Labor
22 Code §§ 226(e), 1194, 2802 and Cal. Civ. Proc. Code § 1021.5.

23 26. This Court has jurisdiction over the claims for declaratory relief under the UCL, Bus. &
24 Prof. Code §§ 17200 et seq.

25 27. This Court has jurisdiction over Plaintiff Marantz's claims for civil penalties under Labor
26 Code § 2699. On April 7, 2021, Plaintiff Marantz provided PAGA Notice pursuant to Labor Code §
27 2699.3 to the California Labor & Workforce Development Agency ("LWDA") and Defendant. The
28 LWDA has provided no notice to Plaintiff Marantz within the period specified in Labor Code § 2699.3
regarding its intention to investigate or not investigate any other claims alleged in the PAGA Notice.
Plaintiff Marantz has therefore fully complied with the PAGA procedural requirements and may
commence this representative action pursuant to Labor Code § 2699.

1 28. The amount in controversy for each Plaintiff, including claims for civil penalties and pro
2 rata share of attorney's fees, is less than seventy-five thousand dollars (\$75,000).

3 **VENUE**

4 29. Venue is proper in the County of Orange pursuant to Cal. Civ. Proc. Code §§ 395(a) and
5 395.5. Defendant's principal place of business is in Laguna Beach, Orange County.

6 **FACTUAL ALLEGATIONS COMMON TO ALL CLASS MEMBERS**

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

8 30. Defendant is a private, non-profit visual arts college that offers undergraduate and graduate
9 degree programs, and a post-baccalaureate certificate program in Drawing and Painting. LCAD's main
10 campus is in Laguna Beach, and LCAD also has a campus in the Big Bend area of Laguna Beach and a
11 South Campus. LCAD's programs are offered throughout the year, during the 16-week fall and spring
12 semesters, and shorter summer sessions. In order to teach these programs, Defendant employs full-time
13 and part-time faculty. Upon information and belief, during the Adjunct Class Period LCAD employed
14 more than 100 part-time faculty.

15 ***B. Adjunct Class Members' Contracts, Adjunct Faculty Handbook, and Collective Bargaining***
16 ***Agreement***

17 31. During the Adjunct Class Period, Defendant employed Adjunct Class Members pursuant
18 to a uniform employment contract. The contract set out the duration and terms of Adjunct Class Members'
19 employment. The contract is for a definitive period of time, typically one semester and at most two
20 semesters. The contract also provides for compensation in form of a flat rate amount for teaching each
21 course, based on the number of units in the course. The more courses an Adjunct Class Member teaches,
22 the more she/he is paid.

23 32. LCAD's Adjunct Faculty Handbook (Issued Aug. 2019) states (at page 21) that "Adjunct
24 salary is based on an instructor's pay per unit."

25 33. Effective August 1, 2018 to July 31, 2021, Plaintiffs and Adjunct Class Members'
26 employment was subject to a Collective Bargaining Agreement, effective dates August 1, 2018 – July 31,
27 2021 ("CBA"), entered into between LCAD and Service Employees International Union, Local 721.¹
28

¹ The bargaining unit, pursuant to Article I, Section 2 of the CBA, expressly includes "all part-time faculty, including adjuncts and instructors . . . and who teach at least one credit-earning class, lesson, or lab at the College's instructional facilities."

1 34. Article 10 of the CBA is entitled "Compensation" and expressly incorporates the
2 compensation information of Appendix A into the CBA. Appendix A to the CBA is entitled "Wages and
3 Benefits" and sets forth the compensation for adjunct faculty. The set-forth pay explicitly states that the
4 pay provided is "Per-Unit Pay for Classroom Teaching," wherein Adjunct Class Members are paid a set
5 sum per unit taught.

6 35. Thus, the more course units Adjunct Class Members teach, the more they are paid. This
7 type of compensation is a form of piece-rate compensation.

8 36. During the Adjunct Class Period, the CBAs did not contain any references regarding the
9 provision for rest breaks, meal breaks, or wage statements and their content.

10 ***C. Adjunct Class Members Are Non-Exempt Piece-Rate Employees***

11 37. From the beginning of the Adjunct Class Period through to September 7, 2020, Adjunct
12 Class Members were non-exempt employees because they did not earn at least the monthly salary
13 equivalent of two times the California minimum wage for full-time employment – a minimum amount
14 required for an employee in California to be considered exempt pursuant to the Wage Order. See Wage
15 Order No. 4-2001, § 1(A). Adjunct Class Members were also non-exempt during that period because
16 LCAD paid them on a piece-rate basis.

17 38. Effective September 8, 2020, pursuant to newly enacted Labor Code § 515.7 an instructors
18 employed by a private non-profit college or university may also be classified as exempt, even if he/she
19 does not meet the minimum salary set out in the Wage Order, if he/she is paid a salary and either (1) earns
20 a set minimum per classroom hour or (2) if employed pursuant to the CBA, the CBA states in clear and
21 unambiguous terms that instructors are exempt. Adjunct Class Members remained non-exempt even
22 under this new law from September 8, 2020 to July 31, 2021 because LCAD paid them during that period
23 on a piece rate basis and not a salary and the CBA had not provided that Adjunct Class Members were
24 exempt.

25 39. Because Adjunct Class Members were non-exempt piece-rate workers during the Adjunct
26 Class Period, they were entitled to certain protections under the Labor Code, which LCAD failed to afford
27 them.

28 ***D. Defendant's Compensation Practices Applicable to Adjunct Class Members Violated
California's Minimum Wage and Rest Break Laws***

 40. During the Adjunct Class Period, in addition to teaching courses, Defendant required
and/or expected, Adjunct Class Members to perform, and Adjunct Class Members did perform, numerous
non-productive tasks outside of classroom instructional hours. These tasks include, but are not limited

1 to: (1) preparing and submitting syllabi prior to the first day of classes and before the beginning of their
2 contracts; (2) meeting and conferring with students before and after classes, in addition to required office
3 hours; (3) being available to students throughout each week of the semester via email and responding to
4 student emails; (4) creating course materials, building lesson plans, and preparing lectures; (5) grading
5 project assignments; (6) attending faculty orientations and meetings; (7) attending commencement
6 ceremonies, (8) performing administrative tasks such as taking and reporting attendance for each class;
7 and (9) professional development and sexual harassment training ("Non-Teaching Tasks"). These tasks,
8 with the exception of taking attendance, by their very nature, could not be performed during the hours of
9 classroom instruction.

10 41. Because Adjunct Class Members are non-exempt employees who are paid by the piece,
11 pursuant to Labor Code § 226.2 Defendant was required to pay them separately from the piece at least at
12 the minimum wage for all hours worked spent performing Non-Teaching Tasks. However, during the
13 Adjunct Class Period, Defendant failed to pay any wages to Plaintiffs and other Adjunct Class Members
14 for the time spent on Non-Teaching Tasks. Nor did Defendant provide any means or mechanism for them
15 to record their time spent performing Non-Teaching Tasks, and had no practice and/or policy in place to
16 compensate them for such work.

17 42. During the Adjunct Class Period, Adjunct Class Members routinely worked at least 3.5
18 hours or more on any given day. Defendant knew or should have known that Adjunct Class Members
19 worked 3.5 hours or more because Defendant scheduled them to teach classes for 3.5 hours or longer and
20 also required and/or expected them to arrive early to class, be available through the entire scheduled class
21 time including during student breaks, and stay after class, in addition to conducting office hours. Pursuant
22 to Labor Code § 226.2 and Wage Order No. 4, § 4, Defendant was therefore required to pay Adjunct Class
23 Members at their average hourly rate for their time spent on rest breaks separately and apart from the
24 piece, yet failed to do so, thereby triggering an obligation to make premium payments to Adjunct Class
25 Members under Labor Code § 226.7 and Wage Order No. 4-2001, § 12.

26 43. Defendant was also required to permit and authorize Adjunct Class Members to take off-
27 duty rest breaks for shifts of 3.5 hours or longer, pursuant to Labor Code § 226.7 and Wage Order No. 4-
28 2001, § 12. However, Defendant maintained policies and/or practices that impeded Adjunct Class
Members' ability to take off-duty rest periods. These policies and/or practices included, but were not
limited to, expecting and/or requiring Adjunct Class Members to be available to students prior to class,
during classroom breaks, and after class. As a result, Defendant failed to authorize and permit compliant

1 rest breaks in accordance with Wage Order No. 4-2001, § 12(A) thereby triggering an obligation to make
2 premium payments under Labor Code § 226.7 and Wage Order No. 4-2001, § 12(B).

3 ***E. Defendant Compensation Practices Applicable to Adjunct Class Members Violated***
4 ***California's Meal Break Laws***

5 44. During the relevant period, Defendant regularly scheduled Plaintiffs and Adjunct Class
6 Members to work shifts of more than 5 hours, and they did work shifts of more than 5 hours. LCAD knew
7 or should have known that they did so because it scheduled them to teach classes of 5 hours or longer,
8 including back-to-back classes that resulted in Adjunct Class Members being scheduled to teach for more
9 than 5 hours in total.

10 45. Under Labor Code § 512 and IWC Wage Order No. 4-2001, § 11, non-exempt employees,
11 such as Plaintiffs and other Adjunct Class Members, must be provided with an unpaid, off-duty 30-minute
12 meal period for any shift of 5 or more hours, before the beginning of the fifth hour of work. Under Labor
13 Code § 226.7 and IWC Wage Order No. 4-2001, § 11, Plaintiffs and other Adjunct Class Members are
14 entitled to receive premium pay for missed meal breaks.

15 46. Defendant did not maintain a lawful meal break policy applicable to Plaintiffs and Adjunct
16 Class Members. Plaintiffs and Adjunct Class Members routinely could not take off-duty meal breaks
17 because Defendant required and/or expected them to be available to students for questions during class
18 breaks. Although students were generally given time during such class periods for breaks and/or to have
19 lunch, Plaintiffs and other Adjunct Class Members were required and/or expected by Defendant to remain
20 available to students throughout these periods. Students routinely would approach Adjunct Class
21 Members to ask questions about course material and could not be ignored—thus Plaintiffs and other
22 Adjunct Class Members worked through their lunch breaks. Plaintiffs and other Adjunct Class Members
23 were further routinely approached by students before and after class with questions about course material.

24 47. Thus, Defendant failed to provide Plaintiffs and Adjunct Class Members with off-duty
25 meal breaks when required, in violation of Labor Code § 512 and Wage Order No. 4, § 11, thereby
26 triggering an obligation to make premium pay pursuant to Labor Code § 226.7, which Defendant also did
27 not pay.

28 ***F. Defendant Failed to Pay All Wages Owed to Adjunct Class Members Upon Discharge***
At the End of Each Semester

48. As a consequence of Defendant's failure to pay wages owed for Non-Teaching Tasks and
premium pay for unpaid or missed rest and meal breaks, Adjunct Class Members did not receive all
compensation due to them when they were discharged from employment at the end of each semester or

1 at the end of each contract. As a result, Adjunct Class Members did not receive all wages due upon
2 discharge of employment from Defendant.

3 49. Further, Defendant followed its regular semi-monthly payroll schedule, and as a result
4 routinely did not pay Plaintiffs and other Adjunct Class Members all compensation due to them under the
5 contract when they were discharged from employment at the end of each semester or contract, but several
6 days after they were discharged and therefore late.

6 ***G. Defendant Failed to Issue Accurate Itemized Wage Statements***

7 50. During the Wage Statement Subclass Period, Defendant failed to issue accurate itemized
8 wage statements to Plaintiffs and other Adjunct Class Members. Because Adjunct Class Members were
9 non-exempt, Defendant was required pursuant to Labor Code § 226(a)(2) and (a)(9), to furnish them with
10 wage statements containing entries for the total hours worked and all applicable hourly rates in effect
11 during the pay period.

12 51. Additionally, Defendant was required under Labor Code § 226(a)(3) to furnish Adjunct
13 Class Members with wage statements that included the number of piece-rate units earned and any
14 applicable piece rate, and under § 226.2(a) to furnish the Adjunct Class with wage statements that itemized
15 total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid
16 for those periods during the pay period; and total hours of nonproductive time, the rate of compensation.

17 52. However, Defendant issued wage statements that failed to include any entries for hours
18 worked or hourly rates in effect. The wage statements contained a column with the heading "Rate" and a
19 column with the heading "Hours." But, no information was listed under "Rate" and "0.00" was typically
20 listed under Hours. The wage statements also did not provide any piece rate information such as pay for
21 nonproductive time or rest periods.

22 53. Defendant's practice of furnishing Plaintiffs and other Adjunct Class Members incomplete
23 and/or inaccurate wage statements in violation of Labor Code § 226(a) and § 226.2(a) was not an isolated
24 and unintentional payroll error due to a clerical or inadvertent mistake, but rather was willful and
25 intentional and the result of Defendant's regular compensation policies and/or practices.

26 54. Plaintiffs and other Adjunct Class Members could not promptly and easily determine from
27 the wage statements alone, without reference to other document or information, including wage statements
28 from previous pay periods, their regular hourly rate, the total hours worked at that rate, the total hours
worked during a pay period, number of pieces worked. As a result, Plaintiffs and other Adjunct Class
Members suffered injury for the purposes of Labor Code § 226(e).

1 **H. Defendant Failed to Reimburse Business Expenses**

2 55. Labor Code § 2802(a) requires employers to indemnify their employees for all necessary
3 expenditures or losses incurred by their employees in direct consequence of the discharge of their duties,
4 or of their obedience to the directions of the employer.

5 56. During the Adjunct Class Period, Defendant failed to reimburse Plaintiffs and other
6 Adjunct Class Members for their necessarily incurred business expense pursuant to Labor Code § 2802.

7 57. In order to carry out their teaching duties effectively, Plaintiffs and Adjunct Class
8 Members needed to purchase supplies and materials, including but not limited to, books, painting supplies,
9 graphic editor software. Plaintiffs and Adjunct Class Members did purchase these supplied and paid for
10 them out of pocket. Defendant did not maintain a policy and/or practice of fully reimbursing Adjunct
11 Class Members for these necessarily incurred business expenses in violation of Labor Code § 2802.

12 58. During the ER Class Period, Plaintiffs, Adjunct Class Members, and ER Class Members
13 were required to work remotely from home, due to the COVID-19 crises, and were required to develop
14 alternative methods to deliver curriculum and manage operations. In November 2020, Defendant
15 announced that it would continue to operate all of its instruction virtually throughout the 2021-2021
16 academic year.

17 59. During the ER Class Period, Defendant required and expected Plaintiffs, Adjunct Class
18 Members, and ER Class Members to be readily available by laptop computer, mobile phone, email,
19 messaging application, videoconferencing, instant message, and/or text messaging, and Defendant
20 required and expected instructors to deliver curriculum as closely as possible to as if they were at their
21 regular campus location.

22 60. As a result of working remotely, in direct consequence of carrying out their duties, or their
23 obedience to the directions of Defendant, Plaintiffs, Adjunct Class Members, and ER Class Members
24 incurred office expenses, as described above, including but not limited to internet service, cellular phone
25 service, supplies, and subscriptions. Defendant knew or should have known that Plaintiffs, Adjunct Class
26 Members, and ER Class Members incurred these office expenses. However, Defendant maintained
27 policies and/or practices that denied reimbursement for these expenses.

28 61. Defendant's policies and/or practices thus have required and/or with Defendant's
knowledge thereof have permitted, Plaintiffs, Adjunct Class Members, and ER Class Members to pay for
their office expenses including but not limited to internet service, cellular service, supplies, and
subscriptions in direct discharge of their job duties on behalf of Defendant, without reimbursement by
Defendant in full or at all, for such expenses.

1 62. During the ER Class Period, Defendant failed and refused to reimburse Plaintiffs, Adjunct
2 Class Members, and ER Class Members for their business expenses incurred by them in their work as
3 they have carried out their work duties for Defendant, including but not limited to the cost of internet and
4 cellular phone service, supplies, and subscriptions. Defendant's conduct is applicable to all of its
5 campuses/locations and across all of its employees during the ER Class Period. As a result, Plaintiffs,
6 Adjunct Class Members, and ER Class Members have been harmed by Defendant's failure to reimburse
7 their expenses in clear violation of § 2802 of the California Labor Code.

7 ***I. Defendant's Labor Code Violations Were Unfair Business Practices***

8 63. From at least since April 9, 2017, Defendant has adopted and used unfair business
9 practices to reduce Adjunct Class Members and ER Class Members' compensation and increase profits.
10 These unfair business practices include failing to pay Adjunct Class Members for Non-Teaching time,
11 and for rest break and meal break time; failing to authorize and permit timely off-duty rest periods and
12 meal breaks and pay premium pay for missed rest breaks and meal breaks, and failing to reimburse
13 Adjunct Class Members and ER Class Members for their necessarily incurred business expenses.

13 **CLASS ACTION ALLEGATIONS**

14 64. Plaintiffs bring this class action pursuant to Cal. Civ. Pro. Code § 382 on behalf of the
15 Adjunct Class and the ER Class. Upon information and belief, there are more than 100 Adjunct Class
16 Members, and more than 100 ER Class Members. The members of the Adjunct Class and the ER Class
17 are so numerous that joinder of all members is impractical.

18 65. Plaintiffs' claims are typical of the claims of the members of the Adjunct Class and the ER
19 Class because Plaintiffs were part-time adjunct faculty members who were non-exempt under California
20 law and were (a) not paid anything for Non-Teaching Tasks, (b) not provided with paid off-duty rest
21 breaks, (c) not provided with off-duty meal periods, (d) subject to Defendant's policies and practices that
22 prevented and/or impeded her ability to take off-duty rest breaks and meal breaks, (d) not paid premium
23 pay for missed breaks; (e) not paid all wages due at termination; (f) not provided an accurate and itemized
24 wage statement for each pay period; and (g) not reimbursed for incurred business expenses.

25 66. Plaintiffs will fairly and adequately represent the interests of the Adjunct Class and the ER
26 Class. Plaintiffs have no conflict of interest with any member of the Adjunct Class and the ER Class.
27 Plaintiffs have retained competent and experienced counsel in complex class action litigation. Plaintiffs'
28 counsel has the expertise and financial resources to adequately represent the interests of the Adjunct Class
and the ER Class.

1 67. Common questions of law and fact exist as to all members of the Adjunct Class and the
2 ER Class and predominate over any questions solely affecting individual members of the Adjunct Class
3 or the ER Class. Among the questions of law and fact common to the Plaintiffs and the Adjunct Class and
4 the ER Class are the following:

- 5 a. Whether LCAD's per unit pay system is a piece rate;
- 6 b. Whether Adjunct Class Members are non-exempt employees, entitled to at least minimum
7 wage for all hours worked including time spent working outside of teaching the classroom,
8 and entitled to paid off-duty rest breaks under Labor Code §§ 1194, 226.2 and Wage Order
9 No. 4, §§ 4, 12;
- 10 c. Whether Adjunct Class Members are entitled to separate and hourly pay for their time
11 spent on Non-Teaching tasks and on rest breaks under Labor Code §§ 226.2, 1194, and
12 Wage Order No. 4, §§ 4, 12;
- 13 d. Whether Defendant is liable for liquidated damages to Plaintiffs and the Adjunct Class
14 under Labor Code § 1194.2 for its failure to pay for their time spent on Non-Teaching
15 Tasks during the Adjunct Class Period;
- 16 e. Whether Defendant maintained policies and/or practices that prevented or impeded
17 Adjunct Class Members from taking off-duty rest periods during the Adjunct Class Period
18 in violation of Wage Order No. 4, § 12.
- 19 f. Whether Defendant violated Labor Code § 226.7 and Wage Order No. 4-2001 § 12 by
20 failing to pay one hour of premium pay to each member of the Adjunct Class for each day
21 that a compliant rest period was not provided;
- 22 g. Whether Adjunct Class Members were entitled to meal breaks pursuant to Labor Code §
23 512 and Wage Order No. 4, § 11.
- 24 h. Whether Defendant maintained a policy and/or practice of failing to provide Adjunct Class
25 Members meal breaks for shifts of over 5 hours in violation of Labor Code § 512 and Wage
26 Order No. 4, § 11.
- 27 i. Whether Defendant maintained a policy and/or practice of failing to pay premium pay for
28 missed meal breaks in violation of Labor Code § 226,7 and Wage Order No. 4, § 11.
- j. Whether Defendant violated Labor Code § 203 by failing to pay Adjunct Class Members
for all of their wages due to them upon their discharge from employment, including the
wages owed to them for their time spent on rest periods and Non-Teaching Tasks, and
premium pay;

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- k. Whether Defendant violated Labor Code §§ 226(a) and 226.2(a) by failing to issue itemized wage statements to Plaintiffs and other Adjunct Class Members;
- l. Whether Defendant’s violation of Labor Code § 226(a) and § 226.2 was knowing and intentional;
- m. Whether Plaintiffs and other Adjunct Class Members suffered injury for the purposes of Labor Code § 226(e);
- n. Whether Plaintiffs and Adjunct Class Members incurred unreimbursed business expenses for their teaching supplies and materials;
- o. Whether Plaintiffs and ER Class Members incurred unreimbursed business expenses as a result of being required to work remotely from home beginning on or about March 23, 2020;
- p. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in violation of UCL;
- q. Whether Plaintiffs and Adjunct Class Members are entitled to restitution under Bus. & Prof. Code § 17200 *et seq.* for uncompensated wages, unpaid premium pay, and unreimbursed business expenses;
- r. Whether Plaintiffs and ER Class Members are entitled to restitution under Bus. & Prof. Code § 17200 *et seq.* for unreimbursed business expenses;
- s. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiffs and the Adjunct Class and the ER Class Members;
- t. Whether the Adjunct Class and/or the ER Class is entitled to declaratory relief; and
- u. Whether the Adjunct Class and/or the ER Class is entitled to injunctive relief.

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

69. Defendant’s actions are generally applicable to the entire Adjunct Class and ER Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or

1 varying adjudications of the issues presented herein, which, in turn, would establish incompatible
2 standards of conduct for Defendant.

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

7 **FIRST CAUSE OF ACTION**

8 **Failure to Pay Separately and Hourly for Nonproductive Time and/or
Failure to Pay Wages for All Hours Worked
[Cal. Labor Code §§ 226.2, 1194, 1194.2; Wage Order No. 4-2001, § 4]**

9 71. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
10 preceding paragraphs.

11 72. Labor Code § 1194 provides, in relevant part:

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

16 73. Labor Code § 1194.2 provides, in relevant part:

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

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

23 75. As set forth above, during the Adjunct Class Period, Plaintiffs and other Adjunct Class
24 Members were paid a set amount per unit taught which is a piece-rate (i.e. a fixed amount for the time
25 spent on teaching courses), but Defendant did not compensate them for their time spent on
26 nonproductive/Non-Teaching Tasks, separately from the per unit pay, or at all.

27 76. Accordingly, pursuant to § 4 of the Wage Order and Labor Code §§ 226.2, 1194, and
28 1194.2, Plaintiffs and the Adjunct Class 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 minimum wages
unlawfully withheld during the Adjunct Class Period for Adjunct Class Members’ time spent on Non-
Teaching Tasks.

1 77. Plaintiffs, on behalf of themselves and all other Adjunct Class Members, request relief as
2 described below.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Pay Separately and Hourly for Rest Breaks and/or Failure to Authorize and Permit**
5 **Paid Rest Periods, and Failure to Pay Missed Rest Period Premiums**
6 **[Cal. Labor Code §§ 226.2 and 226.7; Wage Order No. 4-2001, § 12]**

7 78. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
8 preceding paragraphs.

9 79. Labor Code § 226.2(a)(1) states that “employees shall be compensated for rest and
10 recovery periods.... separate from any piece-rate compensation.”

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

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

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

22 82. As set forth above, during the Adjunct Class Period, Plaintiffs and other Adjunct Class
23 Members regularly worked 3.5 consecutive hours or more in a workday.

24 83. Defendant violated Labor Code 226.2, because it was required, but failed to compensate
25 them for their time spent on rest breaks separately and apart from the per unit pay. As a result, Defendant
26 was required, but failed to pay premium pay pursuant to Labor Code § 226.7 and Wage Order No. 4-2001,
27 § 12.

28 84. Additionally, because Adjunct Class Members were non-exempt, Defendant was required
to authorize and permit them to take off-duty rest breaks yet failed to do so because Defendant required
and/or expected all Adjunct Class Members to remain available to students for questions before, during
and after class. As a result, Defendant was required, but failed to pay premium pay pursuant to Labor
Code § 226.7 and Wage Order No. 4-2001, § 12.

85. Plaintiffs, on behalf of themselves and all other Adjunct Class Members, request relief as
described below.

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THIRD CAUSE OF ACTION
Failure to Provide Meal Periods
[Labor Code §§ 226.7, 512 and Wage Order No. 4, § 11]

86. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

87. California Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes”

88. IWC Wage Order No. 4 § 11 states in pertinent part, “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes. . . . If an employer fails to provide an employee a meal period in accordance with the applicable provision of this order, the employer shall pay the employee on (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.” Labor Code § 226.7(a) explains that “no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

89. During the Adjunct Class Period, Plaintiffs and other Adjunct Class Members routinely worked in excess of five (5) hours a day without being provided a one-half hour meal period during which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and Wage Order No. 4, § 11.

90. As a result, Defendant was required, but failed to pay premium pay pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 11.

91. Plaintiffs, on behalf of themselves and all other Adjunct Class Members, request relief as described below.

FOURTH CAUSE OF ACTION
Failure to Pay Compensation Due Upon Discharge
[Cal. Labor Code §§ 201-203]

92. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

93. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to Adjunct Class Members promptly after their discharge from employment. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required

1 by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to
2 30 work days.

3 94. As alleged herein, Defendant failed to pay Plaintiffs and other Adjunct Class Members for
4 their time spent working outside the hours of classroom instruction and/or performing Non-Teaching
5 Tasks, failed to pay for rest breaks separately and apart from the piece, failed to pay missed rest break and
6 meal break premium pay, and as a result failed to pay all wages due and owing to Plaintiff and other
7 Adjunct Class Members upon their discharge from employment with Defendant, as required by Labor
8 Code §§ 201 and 202.

8 95. Additionally, as alleged herein, because Defendant followed its regular payroll calendar,
9 Defendant routinely did not pay Plaintiffs and other Adjunct Class Members all compensation due to them
10 when they were discharged from employment at the end of each semester or contract, but several days
11 after they were discharged and therefore late.

11 96. In light of the clear law requiring that Defendant pay for time spent on Non-Teaching Tasks
12 and/or all hours worked, for rest breaks hourly and separately from the piece rate, the clear law requiring
13 Defendant to authorize and permit Adjunct Class Members to take off-duty rest breaks and meal breaks
14 and pay premium pay for missed rest breaks and meal breaks, and the clear law requiring Defendant to
15 pay all compensation due to its employees upon discharged from employment, Defendant's failure to pay
16 wages for such time and failure to pay such wage upon termination was willful.

16 97. As a result, Defendant is liable to Plaintiffs and other Adjunct Class Members for waiting
17 time penalties amounting to thirty (30) days wages for each Adjunct Class Member pursuant to Labor
18 Code § 203.

19 98. Plaintiffs, on behalf of themselves and all other Adjunct Class Members, request relief as
20 described below.

21 **FIFTH CAUSE OF ACTION**
22 **Failure to Issue Accurate Itemized Wage Statements**
23 **[Cal. Labor Code §§ 226(a), (e); 226.2(a)]**

23 99. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
24 preceding paragraphs.

25 100. During the Wage Statement Subclass Period, Defendant failed to furnish Plaintiff Marantz
26 and other Adjunct Class Members with accurate itemized wage statements containing total hours worked
27 by the employee, and all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a).

1 101. Additionally, Defendant failed to furnish Plaintiffs and other Adjunct Class Members with
2 accurate wage statements itemized the number of piece-rate units earned and any applicable piece rate;
3 total hours of compensable rest and recovery periods, the rate of compensation, total hours of
4 nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period,
5 in violation of Labor Code §§ 226(a) and 226.2(a).

6 102. Defendant's failure to furnish accurate itemized wage statements to Plaintiffs and other
7 Adjunct Class Members was knowing and intentional.

8 103. Wage Statement Subclass Adjunct Class Members suffered injury as a result of
9 Defendant's knowing and intentional failure to comply with Labor Code § 226(a) and/or § 226.2(a).

10 104. As a result, Wage Statement Subclass Adjunct Class Members are entitled to recover \$50
11 for each initial pay period with a violation, and \$100 for each subsequent pay period with a violation, up
12 to an amount not exceeding an aggregate penalty of \$4,000 for each Subclass Member, pursuant to Labor
13 Code § 226(e).

14 105. Plaintiffs, on behalf of themselves and all other Class Members, requests relief as
15 described below.

16 **SIXTH CAUSE OF ACTION**
17 **Failure to Reimburse for Business Expenses**
18 **[Labor Code § 2802]**

19 106. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
20 preceding paragraphs.

21 107. Labor Code § 2802(a) provides that "[a]n employer shall indemnify his or her employees
22 for all necessary expenditures or losses incurred by the employee in direct consequences of the discharges
23 of his or her duties, or of his or her obedience to the directions of the employer."

24 108. As described above, during the Adjunct Class Period, in order to carry out their teaching
25 duties for Defendant, Plaintiffs and Adjunct Class Members were required and/or expected to purchase
26 supplies and materials, including books, art supplies, and graphic editing software or software
27 subscriptions.

28 109. However, Defendant did not maintain a policy and/or practice of reimbursing Plaintiffs
and Adjunct Class Members for their out of pocket expenses incurred in purchasing these supplies.

110. Further, as described above, on or about March 23, 2020, Defendant instituted a policy
and/or practice of requiring all of its non-essential employees (which included Plaintiffs, Adjunct Class
Members and ER Class Members) to work remotely, away from Defendant's premises. While working

1 remotely, Defendant required and expected Adjunct Class Members and ER Class Members to be in
2 communication through such means that included, but was not limited to email, mobile phone,
3 videoconferencing, and text messaging, and to prepare and deliver curriculum as closely as possible to as
4 if they were at their regular campus location.

5 111. As a result of Defendant's remote work policies and/or practices, Plaintiffs, Adjunct Class
6 Members and ER Class Members, in order to discharge their job duties for Defendant and/or their
7 obedience to the directions of the employer, Plaintiffs, Adjunct Class Members and ER Class Members
8 incurred expenses that included but were not limited to internet, mobile phone, supplies, and subscriptions
9 expenses.

10 112. However, Defendant maintained a policy and/or practice during the ER Class Period of
11 denying Plaintiffs, Adjunct Class Members and ER Class Members full reimbursement, or any
12 reimbursement, for these office expenses.

13 113. Defendant's failure to pay for or reimburse the work-related business expenses of
14 Plaintiffs, Adjunct Class Members and ER Class Members violated non-waivable rights secured to them
15 by Labor Code § 2802. Plaintiffs, Adjunct Class Members and ER Class Members are entitled to
16 reimbursement for these necessary expenditures, plus interest and reasonable attorneys' fees and costs,
17 under Labor Code § 2802.

18 114. Plaintiffs, on behalf of themselves and all other Class Members, request relief as described
19 below.

20 **SEVENTH CAUSE OF ACTION**
21 **Violation of Unfair Competition Laws**
22 **[Cal. Bus. & Prof. Code § 17200 *et seq.*]**

23 115. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
24 preceding paragraphs.

25 116. The UCL prohibits any unlawful, unfair, or fraudulent business practices. Labor Code
26 § 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in
27 order to ensure employees are not required to work under substandard and unlawful conditions, and to
28 protect employers who comply with the law from those who attempt to gain competitive advantage at the
expense of their workers by failing to comply with minimum labor standards. Through its actions alleged
herein, Defendant has engaged in unfair competition within the meaning of the UCL, because Defendant's
conduct has violated state wage and hour laws as herein described.

1 117. Beginning at least since April 9, 2017, Defendant committed acts of unfair competition, as
2 defined in the UCL by wrongfully denying Adjunct Class Members payment for Non-Teaching Time
3 (separately and hourly from the per unit piece rate or at all), denying them separate and hourly pay for
4 rest break time, failing to provide off-duty rest and meal breaks, failing to pay missed break premium pay,
5 and failing to reimburse necessarily incurred business expenses, in violation of Labor Code §§ 226.2,
6 1194, 226.7, 512, and 2802 and Wage Order No. 4 §§ 4, 11, 12.

7 118. By its actions and omissions, Defendant has substantially injured Plaintiffs and the other
8 Adjunct Class Members and ER Class Members. Defendant's conduct as herein alleged has damaged
9 Plaintiffs and the other Adjunct Class Members and ER Class Members and was substantially injurious
10 to them.

11 119. The harm to Plaintiffs and the Adjunct Class and ER Class resulting from Defendant's
12 labor code violations outweighs the utility, if any, of Defendant's policies and practices. Therefore,
13 Defendant's actions described herein constitute an unfair business practice or act within the meaning of
14 the UCL.

15 120. Plaintiff Marantz, on behalf of herself and all Aggrieved Employees, request relief as
16 described below.

17 **EIGHTH CAUSE OF ACTION**
18 **Civil Penalties**
19 **[Labor Code §§ 2698 *et seq.*]**

20 121. Plaintiff Marantz re-alleges and incorporates by reference each and every allegation set
21 forth in the preceding paragraphs.

22 122. Plaintiff Marantz seeks PAGA penalties, and attorneys' fees and costs, on behalf of herself,
23 Adjunct Aggrieved Employees, and Reimbursement Aggrieved Employees, for the following violations:

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

25 123. During the PAGA Period, Defendant did not compensate Adjunct Aggrieved Employees
26 for their time spent performing Non-Teaching Tasks, separately from the Course Rate, or at all, in
27 violation of Labor Code §§ 226.2 and 1194, and Wage Order No. 4-2001, § 4.

28 124. Pursuant to Labor Code § 2699(f)(2), Plaintiff Marantz 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.

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

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

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

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

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

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

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

16 129. During the PAGA Period, Defendant failed to issue accurate itemized wage statements by
17 failing to list on the wage statements (1) gross wages earned, (2) total hours worked, (3) the number of
18 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) net
19 wages earned, and (4) all applicable hourly rates in effect during the pay period, and the corresponding
20 number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1), (2), (3), (5), and (9).

21 130. Defendant also failed to itemize the total number of hours of compensable rest periods,
22 the rate of compensation, and the gross wages paid for those periods during the pay period; and the total
23 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during
24 the pay period, as required under Labor Code § 226.2.

25 131. Pursuant to Labor Code § 226.3, Plaintiff Marantz and Adjunct Aggrieved Employees are
26 entitled to \$250 for each initial pay period with a violation and \$1,000 for each subsequent pay period
27 with a violation

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

1 **Violation of Labor Code §§ 201-203**

2 133. During the PAGA Period, Defendant employed Adjunct Aggrieved Employees pursuant
3 to contracts of limited duration, as the end of which Adjunct Aggrieved Employees were discharged from
4 employment. As a consequence of LCAD's failure to pay wages owed for Non-Teaching Tasks and
5 premium pay for unpaid or missed breaks, Adjunct Aggrieved Employees did not receive all
6 compensation due to them when they were discharged from employment at the end of each semester or
7 contract, in violation of Labor Code § 201.

8 134. Further, Defendant followed its regular semi-monthly payroll schedule, and as a result
9 routinely did not pay Adjunct Aggrieved Employees all compensation due to them when they were
10 discharged from employment at the end of each semester or contract, but several days after they were
11 discharged, in violation of Labor Code § 201.

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

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

16 136. During the PAGA Period, Adjunct Aggrieved Employees incurred unreimbursed expenses
17 in carrying out their job duties for Defendant. These expenses included supplies and materials such as
18 books, painting supplies, and graphic editor software. Defendant knew or should have known that Adjunct
19 Aggrieved Employees incurred these expenses because Defendant required and/or expected Adjunct
20 Aggrieved Employees to do so. Defendant did not reimburse these expenses in violation of Labor Code §
21 2802.

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

25 **Violation of Labor Code § 2802 on behalf of all Aggrieved Employees**

26 138. During the PAGA Period, all Aggrieved Employees were required to work remotely from
27 home, and those Aggrieved Employees who were employed as instructors were required to develop
28 alternative methods to deliver curriculum and manage operations. Defendant failed to reimburse all
Aggrieved Employees for their business expenses, including but not limited to the cost of internet and
home or mobile telephone expenses, 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.

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

4 **Attorneys' Fees and Costs**

5 140. Plaintiff Marantz, Adjunct Aggrieved Employees and Reimbursement Aggrieved
6 Employees are entitled to recover attorneys' fees and costs under Labor Code § 2699(g)(1).

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs, on behalf of themselves, the Classes, Adjunct Aggrieved
9 Employees, and Reimbursement Aggrieved Employees pray for the following relief:

10 A. An Order that this action may proceed and be maintained as a class action, with the Adjunct
11 Class and ER Class as designated and defined in this Complaint, and that the Plaintiffs and their counsel
12 be certified as representatives and Counsel for the Adjunct Class and ER Class, respectively.

13 B. On the First Cause of Action: That the Court find and declare that Defendant violated
14 Labor Code §§ 226.2, 1194, 1194.2 and/or Wage Order No. 4 § 4 by failing to pay Plaintiffs and other
15 Adjunct Class Members for their time spent on Non-Teaching Tasks separately and apart from the per
16 unit piece rate pay, or at all, and award Plaintiff and the Adjunct Class the amount of their unpaid
17 minimum wages owed to them for Non-Teaching Tasks, plus liquidated damages in an additional amount
18 equal to the amount of wages unlawfully withheld during the Adjunct Class Period.

19 C. On the Second Cause of Action: That the Court find and declare that Defendant violated
20 Labor Code §§ 226.2, 226.7 and Wage Order No. 4 § 12 by failing to pay Plaintiffs and other Adjunct
21 Class Members for their time spent on rest breaks separately and apart from the per unit piece rate, and/or
22 by failing to provide off-duty rest breaks, and award Plaintiffs and the Adjunct Class unpaid premium pay
23 for missed rest breaks.

24 D. On the Third Cause of Action: That the Court find and declare that Defendant violated
25 Labor Code §§ 226.7, 512 and Wage Order No. 4 § 11 by failing to provide Plaintiffs and other Adjunct
26 Class Members with off-duty meal breaks, and award Plaintiffs and other Adjunct Class Members unpaid
27 premium pay for missed meal periods pursuant to Labor Code § 226.7 and Wage Order No. 4 § 11.

28 E. On the Fourth Cause of Action: That the Court find and declare that Defendant has violated
§§ 201-203 of the California Labor Code, and award Plaintiffs and other Adjunct Class Members penalties
in the amount of 30 days' wages per Adjunct Class Member.

F. On the Fifth Cause of Action: That the Court find and declare that Defendant has violated
§§ 226(a), (e) and 226.2(a) of the California Labor Code; award Plaintiffs and other Wage Statement

1 Subclass Adjunct Class Members statutory penalties under Labor Code § 226(e); and enjoin Defendant
2 under Labor Code § 226(h) from issuing unlawful wage statements.

3 G. On the Sixth Cause of Action: That the Court find and declare that Defendant violated
4 Labor Code § 2802 by failing to reimburse Plaintiffs, Adjunct Class Members and ER Class Members for
5 their business expenses incurred in carrying out their work for Defendant during the Adjunct Class Period
6 and ER Class Period, respectively, and award Plaintiffs, Adjunct Class Members and ER Class Members
7 their unreimbursed business expenses, that they are owed, pursuant to Labor Code § 2802, in the amount
8 to be proved at trial;

9 H. On the Seventh Cause of Action: That the Court find and declare Defendant has violated
10 the UCL by failing to pay Adjunct Class Members for their Non-Teaching Tasks; failing to pay Adjunct
11 Class Members for their rest breaks separately and apart from the per unit piece rate; failing to authorize
12 and permit compliant rest breaks; failing to provide off-duty meal periods; failing to pay premium pay for
13 missed rest and meal breaks; and failing to reimburse Adjunct Class Members and ER Class Members for
14 business expenses and award restitution to the Adjunct Class and ER Class in the amount of unpaid wages
15 and unreimbursed expenses; and that the Court enjoin Defendant from enforcing policies and practices
16 that violate Labor Code §§ 226.2, 226.7, 1194, 512 and 2802.

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

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

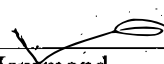
22 K. All other relief as this Court deems proper.

23 **JURY DEMAND**

24 Plaintiffs hereby demand trial by jury of all claims against Defendant alleged herein.

25 Dated: July 13, 2022

26 Respectfully submitted,

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28
By: 
Julian Hammond
HAMMONDLAW, P.C.

Attorneys for Plaintiff and the Putative Classes