

HAMMONDLAW, P.C.
JULIAN HAMMOND (SBN 268489)
jhammond@hammondlawpc.com
POLINA BRANDLER (SBN 269086)
pbrandler@hammondlawpc.com
ARI CHERNIAK (SBN 290071)
acherniak@hammondlaw.com
1829 Reisterstown Rd., Suite 410
Baltimore, MD 21208
(310) 601-6766
(310) 295-2385 (Fax)

Additional Counsel on Following Page

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FRANK CHINDAMO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CHAPMAN UNIVERSITY, a California Non-
Profit Corporation,

Defendant.

CASE NO. 30-2020-01147814-CU-OE-CXC

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

- (1) 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 Authorize and Permit Paid Rest Breaks and Pay Premium Pay (Cal. Labor Code §§ 226.2, 226.7; IWC Wage Order No. 4-2001, §§ 4, 12);
- (3) Failure to Authorize and Permit Meal Breaks, and Failure to pay Premium Pay (Cal. Labor Code § 226.7, 512; IWC Wage Order No. 4-2001, §§ 4, 11);
- (4) Failure to Issue Accurate Itemized Wage Statements (Cal. Labor Code §§ 226(a) and (e); 226.2);
- (5) Failure Pay Compensation Due Upon Discharge From Employment (Cal. Labor Code §§ 201-203);
- (6) Unfair, Unlawful, and/or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*);
- (7) Failure to Reimburse for Business-Related Expenses and Forced Patronage (Cal. Labor Code § 2802 and 450); and
- (8) Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699)

DEMAND FOR JURY TRIAL

1 **ACKERMANN & TILAJEF, P.C.**

2 Craig J. Ackermann, CA Bar No. 229832

3 cja@ackermanntilajef.com

4 1180 South Beverly Drive, Suite 610

5 Los Angeles, California 90035

6 Telephone: (310) 277-0614

7 Facsimile: (310) 277-0635

8 **MELMED LAW GROUP P.C.**

9 Jonathan Melmed, CA Bar No. 290218

10 jm@melmedlaw.com

11 1180 South Beverly Drive, Suite 610

12 Los Angeles, California 90035

13 Telephone: (310) 824-3828

14 Facsimile: (310) 862-6851

15 *Attorneys for Plaintiffs and the Putative Class*

1 Plaintiff Frank Chindamo (“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”),
Business & Professions Code §§ 17200 *et seq.*

9 2. Plaintiff brings this action on behalf of himself and all other similarly situated individuals
10 currently and formerly employed in California by Chapman University (“Defendant”) as adjunct
11 instructors or in a similar capacity (“Adjunct Class Members” or “Adjunct CMs”) from July 10, 2016 to
12 December 31, 2019 (“Adjunct Class Period”). Defendant’s violations of California’s wage and hour laws,
13 as described more fully below, have been ongoing for at least the past four years, and are continuing at
present.

14 3. During the Adjunct Class Period, Plaintiff and Adjunct CMs were non-exempt employees
15 because they did not earn the monthly equivalent of at least two times the state minimum wage for full-
16 time employment as required by Labor Code § 515(a) and Wage Order No. 4-2001 § 1, and were paid on
17 a piece-rate basis or “Course Rate” – a set amount for each course taught during an academic quarter.
18 However, Defendant failed to pay Adjunct CMs at least minimum wage for non-productive work
19 performed prior to the start of classes each academic term in violation of Labor Code §§ 226.2 and 1194,
and Wage Order No. 4-2001, § 4.

20 4. During the Adjunct Class Period, Defendant failed to pay Adjunct CMs for their rest breaks
21 separately and apart from the Course Rate and failed to pay premium pay, in violation of Labor Code §§
22 226.2, 226.7 and Wage Order No. 4-2001 § 12.

23 5. Even if not piece rate workers, as non-exempt employees, Adjunct CMs were entitled to
24 be permitted and authorized to take off-duty rest breaks under Labor Code § 226.7 and Wage Order No.
25 4-2001 § 12. However, Defendant failed to authorize and permit Adjunct CMs to take off-duty rest breaks
26 as required under Wage Order No. 4-2001 § 12, and failed to pay premium pay for missed rest breaks in
violation of Labor Code § 226.7 and Wage Order No. 4-2001 § 12.

27 6. Additionally, Defendant failed to provide Adjunct CMs off-duty meal breaks as required
28 under Labor Code § 512 and Wage Order No. 4-2001 § 11. Defendant maintained policies and/or practices

1 that impeded Adjunct CMs' abilities to take an unpaid 30-minute meal period during days on which
2 Adjunct CMs worked 5 hours or longer in a row, and failed to pay premium pay for missed meal breaks,
3 in violation of Labor Code §§ 226.7, 512 and Wage Order No. 4-2001 §§ 11.

4 7. From July 10, 2017 through to December 31, 2019 ("Waiting Time Penalties Class
5 Period"), Adjunct CMs were employed on a contract-by-contract basis and were discharged at the end of
6 each contract. However, Defendant failed to pay Adjunct CMs their final wages on the same day that
7 they were discharged from employment. Additionally, as a result of failing to pay wages for non-
8 productive time and/or all hours worked, and failing to pay for rest break time, as well as failure to pay
9 premium pay for missed breaks, Defendant failed to pay Class Members all wages due upon separation
from employment in violation of Labor Code §§ 201-203.

10 8. Between July 10, 2019 and December 31, 2019 ("Wage Statement Class Period")
11 Defendant also knowingly and intentionally failed to provide Plaintiff and Adjunct CMs with accurate
12 itemized wage statements in violation of Labor Code § 226(a) including but not limited to, gross wages
13 earned pursuant to subdivision (a)(1) of Labor Code § 226(a); total number of hours worked, pursuant to
14 subdivision (a)(2) of § 226(a); net wages earned pursuant to subdivision (a)(5) of Labor Code § 226(a);
15 all applicable hourly rates in effect during the pay period and corresponding number of hours worked
pursuant to subdivision (a)(9) of Labor Code § 226(a).

16 9. Additionally, because Adjunct CMs were piece-rate workers, Defendant was required to
17 furnish wage statements to them that contained, including but not limited to, the following information:
18 the number of piece-rate units earned and any applicable piece rate; compensable rest periods, the rate of
19 compensation, and gross wages paid for those rest break periods; and hours of nonproductive time, the
20 rate of compensation, and gross wages paid for nonproductive time during the pay period pursuant to
Labor Code § 226(a)(3) and § 226.2(a).

21 10. As a result, Adjunct CMs are entitled to statutory penalties as provided for under Labor
22 Code § 226(e), as well as reasonable attorneys' fees and costs.

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

25 12. Plaintiff also brings this action as a representative action under the California Labor Code's
26 Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698 *et seq.*, for civil penalties on behalf of
27 himself and other Adjunct CMs ("Adjunct Aggrieved Employees") employed by Defendant between
28 April 13, 2019 through December 31, 2019 ("Adjunct PAGA Period") for violations of Labor Code

1 §§ 203, 204, 226(a), 226.2, 226.2(a), 226.7, 512, 1194, 2802 and IWC Wage Order No. 4-2001 §§ 4, 11,
2 and 12.

3 13. Plaintiff also brings this action for unreimbursed expenses on behalf of himself and all
4 other similarly situated individuals employed in California by Defendant and who were eligible to work
5 remotely for Defendant (“Work From Home Class Members” or “WFH Class Members”) from March
6 19, 2020 through June 30, 2021 (“Work From Home Class Period” or “WFH Class Period”). During the
7 WFH Class Period, Plaintiff and WFH Class Members incurred business expenses in direct consequence
8 of the discharge of their duties, including but not limited to home internet, home or cellular phone
9 expenses, ink toner/cartridges and paper and other expenses associated with working from home, for
which Defendant did not reimburse them, in violation of Labor Code § 2802.

10 14. Plaintiff also brings this action for unreimbursed expenses and forced patronage on behalf
11 of himself and all other similarly situated individuals who worked for Defendant between November 19,
12 2019 and March 26, 2020 (“Parking Reimbursement Class Period” or “PR Class Period”) and who
13 purchased an annual parking permit from Defendant (“Parking Reimbursement Class Members” or “PR
14 Class Members”). During the Parking Reimbursement Class Period, Plaintiff and PR Class Members were
compelled to patronize Defendant’s business in violation of Labor Code § 450(a) and 2802.

15 15. Finally, Plaintiff brings this action as a representative action under PAGA, for civil
16 penalties on behalf of himself and other Work From Home Class Members (“Work From Home
17 Aggrieved Employees”) employed by Defendant between March 19, 2020 and June 30, 2021 (“Work
18 From Home PAGA Period”) for violations of Labor Code § 2802; and on behalf of himself and other
19 Parking Reimbursement Class Members (“Parking Reimbursement Aggrieved Employees”) employed by
20 Defendant between November 19, 2019 and March 26, 2020 (“Parking Reimbursement PAGA Period”) for violations of Labor Code § 450.

21 **PARTIES**

22 16. Plaintiff is a resident of Los Angeles, California who has been employed by Defendant as
23 an adjunct instructor since 2010. During his employment, Plaintiff was subject to Defendant’s unlawful
conduct described herein.

24 17. Defendant is a private non-profit university, incorporated in California and located in
25 Orange.

26 ///

JURISDICTION

18. This Court has jurisdiction over Plaintiff and Adjunct CMs' claims for failure to pay wages separately and apart from the piece and/or failure to pay wages for all hours worked under Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4.

19. This Court has jurisdiction over Plaintiff and Adjunct CMs' claims for failure to pay for rest breaks separately and apart from the piece, failure to authorize 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 CMs' 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.

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

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

23. This Court has jurisdiction over Plaintiff and Adjunct CMs' claims for restitution, declaratory and injunctive relief, under the UCL, Bus. & Prof. Code §§ 17203 and 17204.

24. This Court has jurisdiction over Plaintiff and WFH Class Members claims for reimbursement of business expenses under Labor Code § 2802.

25. This Court has jurisdiction over Plaintiff and PR Class Members claims for reimbursement of business expenses and forced patronage under Labor Code §§ 2802 and 450.

26. This Court has jurisdiction over Adjunct Aggrieved Employees, WFH Aggrieved Employees, and PR Aggrieved Employees', claims for PAGA penalties under Labor Code § 2699. On April 13, 2020 Plaintiff provided Notice pursuant to Labor Code § 2699.3 to the LWDA and to Defendant. On July 16, 2021, Plaintiff sent the LWDA and Defendant an amended PAGA Notice. The LWDA has provided no notice to Plaintiff 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 has therefore fully complied with the PAGA procedural requirements and may commence this representative action pursuant to Labor Code § 2699.

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1 **VENUE**

2 27. Venue is proper in the County of Orange pursuant to Cal. Civ. Proc. Code §§ 395(a) and
3 395.5. Defendant is California non-profit corporation with its headquarters located in Orange. Venue is
4 therefore proper in Orange.

5 **FACTUAL ALLEGATIONS COMMON TO ADJUNCT CLAIMS**

6 28. Defendant is a private, non-profit university that offers both undergraduate and graduate
7 programs at its main campus in Orange, California and its health sciences campus in Irvine, California.
8 Defendant offers more than 100 undergraduate and graduate degrees. These programs are offered
9 throughout the year, mainly during the fall, spring and summer semesters, with programs also offered
10 during the winter interterm semester. In order to teach these programs, Defendant employs full-time and
11 part-time faculty.

12 29. During the Adjunct Class Period, Defendant employed Adjunct CMs pursuant to a uniform
13 employment contract. This uniform Contract contained the compensation Adjunct CMs were entitled to
14 be paid. During the Adjunct Class Period, the Contract provided for compensation in form of a flat amount
15 of money for teaching each course (“Course Rate”). The more courses an Adjunct CMs taught, the more
16 she/he is paid. The Contract also provided that the “Period of Appointment” began and ended on set
17 dates, typically beginning on the first day of classes and ending on the last day of exam period.

18 ***A. Adjunct Class Members Were Non-Exempt Piece Rate Employees***

19 30. During the Adjunct Class Period, Plaintiff and Adjunct CMs were non-exempt employees
20 under California law.

21 31. Plaintiff and Adjunct CMs were non-exempt because they did not earn at least the monthly
22 salary equivalent of two times the California minimum wage for full-time employment – a minimum
23 amount required for an employee in California to be considered exempt. *See* Wage Order No. 4-2001,
24 § 1(A).

25 32. Additionally, Plaintiff and Adjunct CMs were non-exempt piece rate workers because they
26 were paid on a piece rate, where the “piece” of work was teaching a specified Course.

27 33. As a result, during the Adjunct Class Period, as alleged in further detail below, Defendant
28 was required to comply with California’s wage and hour laws, including but not limited to, the obligation
to pay Adjunct CMs for all hours worked, to pay for nonproductive time and rest break time separate and
apart from the piece rate, and to authorize and permit paid rest periods, and to provide compliant meal
periods, pursuant to Labor Code §§ 226.2, 226.7, 512, 1194, and Wage Order No. 4-2001, §§ 4, 11, 12.

1 34. Even if Adjunct CMs are not considered piece-rate because they are non-exempt under the
2 salary basis test of the Wage Order No. 4-2001, § 1(A)(3)(d), they were and are entitled to certain
3 protections under the labor code, including but not limited to be paid for all hours worked, to be permitted
4 and authorized to take compliant rest breaks, to be provided with compliant meal periods.

5 ***B. Defendant Failed to Pay Adjunct Class Members for All Hours Worked***

6 35. During the Adjunct Class Period, in addition to teaching courses, Defendant required
7 and/or expected, Adjunct CMs to perform, and they did perform, numerous non-productive tasks outside
8 of Periods of Appointment and outside the classroom instructional hours. For example, Defendant
9 required and/or expected Adjunct CMs to: (1) prepare syllabi prior to the beginning of their Periods of
10 Appointment, (2) be available to students outside the hour of classroom instruction, (3) create exams
11 and/or projects and other course materials, (4) grade, (5) attending faculty meetings (“Non-Teaching
12 Tasks”).

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

19 37. Even if Adjunct CMs are not piece-rate workers, Defendant was required but failed to
20 compensate them for work performed prior to the Periods of Appointment pursuant to Labor Code §§
21 1194, 1194.2 and Wage Order No. 4-2001, § 4.

22 ***C. Defendant Violated California’s Rest Break Law***

23 38. Because Adjunct CMs are non-exempt piece-rate workers, pursuant to Labor Code §§
24 226.2 and 226.7 Defendant was required to permit and authorize them to take a paid 10-minute for every
25 3.5 hours of work, and to pay them separately and hourly, at their average hourly rate, for their rest break
26 time.

27 39. During the Adjunct Class Period, Adjunct CMs routinely worked at least 3.5 hours or more
28 on any given day because Defendant scheduled them to teach for 3.5 hours or longer, or because
Defendant scheduled them to teach shorter classes but required and/or expected them to arrive prior to
start of class and to remain after class to answer students’ questions and/or hold office hours, which in
resulted in Adjunct CMs working 3.5 hours or longer.

1 40. Defendant also had policies and/or practices in place which impeded Adjunct CMs' ability
2 to take off-duty rest breaks during these times, including the policy and/or practice of requiring Adjunct
3 CMs to be available to students during class, as well as before and after class as alleged in the previous
4 paragraph.

5 41. Defendant knew or should have known that Adjunct CMs worked 3.5 hours or more.
6 Pursuant to Labor Code §§ 226.2, 226.7 and Wage Order No. 4, § 12, Defendant was therefore required
7 to pay Adjunct CMs at their average hourly rate for their time spent on rest breaks separately and apart
8 from the piece, yet failed to do so, thereby triggering an obligation to make premium payments to Adjunct
CMs under Labor Code § 226.7 and Wage Order No. 4-2001, § 12.

9 42. Defendant also knew or should have known that Adjunct CMs were impeded from taking
10 off-duty rest breaks. Even if Adjunct CMs are not piece-rate workers, Defendant was required but failed,
11 as alleged above, to permit and authorize Adjunct CMs to take off-duty rest breaks for shifts of 3.5 hours
12 or longer, 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).

13 ***D. Defendant Violated California's Meal Break Laws***

14 43. Because Adjunct CMs were non-exempt employees, Defendant was required to provide
15 them with 30-minute off-duty meal break, before the end of the fifth hour of work, pursuant to Labor
16 Code § 512 and Wage Order No. 4-2001, § 11.

17 44. During the Adjunct Class Period, Adjunct CMs routinely worked at least 5 hours or longer
18 straight because, in addition to teaching during scheduled classroom hours, Defendant required them to
19 hold office hours, which Adjunct CMs held on the day(s) they were teaching, required and/or expected
20 them to arrive prior to start of class and to remain after class to answer students' questions, which resulted
in Adjunct Class Members working shifts that were 5 hours or longer.

21 45. During the Adjunct Class Period, Defendant did not relieve Adjunct CMs of all duties for
22 at least 30 minutes before the end of their fifth hour of work, as required under Labor Code § 512(a) and
23 Wage Order No. 4-2001, § 11. Thus, Defendant failed to provide compliant meal breaks in accordance
24 with Wage Order No. 4-2001, § 11(A) and Labor Code § 512, thereby triggering an obligation to make
premium payments to Plaintiff and Adjunct CMs pursuant to Labor Code § 226.7.

25 46. Defendant also did not provide Adjunct CMs with a mechanism to inform Defendant of
26 missed or untimely meal breaks, and did not make premium payments to Adjunct CMs under Labor Code
27 § 226.7 and Wage Order No. 4-2001, § 11(B).
28

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

2 47. During the Adjunct Class Period, Defendant was required to issue accurate itemized wage
3 statements to Plaintiff and Adjunct CMs semimonthly or at the time of each payment of wages containing
4 (1) gross wages earned pursuant to subdivision (a)(1) of Labor Code § 226(a); (2) total number of hours
5 worked, pursuant to subdivision (a)(2) of § 226(a); (3) net wages earned pursuant to subdivision (a)(5) of
6 Labor Code § 226(a); (4) all applicable hourly rates in effect during the pay period and corresponding
7 number of hours worked pursuant to subdivision (a)(9) of Labor Code § 226(a).

8 48. Additionally, because Adjunct CMs were piece-rate workers, Defendant was required to
9 furnish wage statements to them that contained, including but not limited to, the following information:
10 the number of piece-rate units earned and any applicable piece rate; compensable rest periods, the rate of
11 compensation, and gross wages paid for those rest break periods; and hours of nonproductive time, the
12 rate of compensation, and gross wages paid for nonproductive time during the pay period pursuant to
13 Labor Code §§ 226(a)(3) and 226.2(a).

14 49. Defendant, however, issued wage statements to the Adjunct CMs that were incomplete
15 and/or inaccurate in that failed to include any hours spent working; the number of piece-rate units earned
16 and applicable piece rate; applicable hourly rates; and gross and net wages earned. Rather, Defendant
17 issued wage statements that only included a lump sum earned during each pay period, with no information
18 for hours, pieces, or hourly rates, or accurate net and gross wages earned.

19 ***F. Defendant Failed to Pay All Wages Timely During Employment and Failed to Pay all Wages***
20 ***Owed Upon Discharge***

21 50. Defendant failed to pay Adjunct CMs all wages due immediately upon discharge at the
22 end of each Contract, including but not limited to as a consequence of Defendant's failure to pay wages
23 owed for Non-Teaching Tasks and rest and meal break premium pay. As a result, Adjunct CMs did not
24 receive all wages due upon discharge in violation of Labor Code § 201, triggering waiting time penalties
25 under Labor Code § 203.

26 51. Further, during the Adjunct Class Period, instead of paying Adjunct CMs twice per month,
27 Defendant paid them once per month. As a result, Defendant failed to pay Adjunct CMs for the labor
28 performed between the 1st and the 15th of the month between the 16th and the 26th of the month, in
violation of Labor Code § 204.

29 **FACTUAL ALLEGATIONS COMMON TO WFH AND PR CLASS MEMBERS' CLAIMS**

30 52. As a result of the COVID-19 pandemic and the state of emergency declared in California,
starting on March 19, 2020, due to the pandemic, all non-essential workers of Defendant including Work

1 From Home Class Members were required to work from home. As a result, WFH Class Members incurred
2 home office expenses including but not limited home internet cost, home internet and/or mobile telephone
3 expenses, ink toner/cartridges and paper, and other expenses associated with working from home, in order
4 to carry out their job duties.

5 53. During the PR Class Period, Defendant maintained a mandatory parking permit policy that
6 required PR Class Members to acquire an annual parking permit. Defendant deducted the cost of the
7 parking permits from PR Class Members' paychecks.

8 54. Defendant was aware, or should have been aware, that WFH Class Members and PR Class
9 Members incurred expenses in direct consequence of the discharge of their job duties because Defendant
10 required WFH Class Members to work from home and/or required PR Class Members to purchase annual
11 parking permits. Defendant, however, did not maintain policies or practices of reimbursing WFH Class
12 Members or PR Class Members for their business expenses, as required under Labor Code § 2802.

13 55. Defendant compelled PR Class Members to patronize their employer, in violation of Labor
14 Code § 450.

15 **CLASS ACTION ALLEGATIONS**

16 36. Plaintiff brings this class action pursuant to Cal. Civ. Pro. Code. § 382 on behalf of the
17 Adjunct Class, the Work From Home Class, and the Parking Reimbursement Class. Upon information
18 and belief, there are more than 1,000 Class Members in each Class. The members of the Classes are so
19 numerous that joinder of all members is impractical.

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

28 38. Plaintiff's claims are also typical of the claims of the WFH Class and the PR Class because
he was not reimbursed for business expenses incurred in the discharge of his duties for Defendant; and he
was compelled to purchase an annual parking permit from Defendant.

39. 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 40. 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 CMs 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 CMs for all hours worked including,
10 but not limited to at least minimum wage for their time spent working outside of the
11 Period of Appointment;
- 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 CMs from taking off-duty
19 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 Adjunct 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 CMs;
- 25 i. Whether Defendant's violation of Labor Code § 226(a) was knowing and intentional;
- 26 j. Whether Plaintiff and Adjunct CMs suffered injury for the purposes of Labor Code §
27 226(e);
- 28 k. Whether Defendant violated Labor Code § 203 by failing to pay Adjunct CMs 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 these violations constitute unfair, unlawful, and fraudulent business practices,
2 in violation of UCL;
- 3 m. Whether Plaintiff and Adjunct CMs are entitled to restitution under Bus. & Prof. Code
4 § 17200 *et seq.* for uncompensated wages and unpaid premium pay; and
- 5 n. Whether Plaintiff and the WFH Class incurred phone and home office expenses in
6 order to perform their duties for Defendant;
- 7 o. Whether Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff and
8 WFH Class Members for their necessarily incurred business expenses; and
- 9 p. Whether Defendant violated Labor Code § 2802 and 450 by compelling Plaintiff and
PR Class Members to purchase annual parking permits.

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **Failure to Pay for All Hours Worked**

26 **[Cal. Labor Code §§ 226.2, 1194, 1194.2; Wage Order No. 4-2001, § 4]**

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

28 45. Labor Code § 1194 provides, in relevant part:

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

4 46. Labor Code § 1194.2 provides, in relevant part:

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

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

9 48. As set forth above, during the Adjunct Class Period, Plaintiff and Adjunct Class Members
10 were non-exempt employees paid a Course Rate for the time spent on teaching courses, which is a piece-
11 rate, but Defendant did not compensate them for their time spent working outside of the Period of
12 Appointment, separately from the Course Rate, or at all.

13 49. Accordingly, pursuant to § 4 of the Wage Order and Labor Code §§ 226.2, 1194 and
14 1194.2, Plaintiff and the Adjunct Class Members are entitled to recover, at a minimum, their unpaid
15 hourly wages, plus liquidated damages in an additional amount equal to the total amount of applicable
wages unlawfully withheld during the Adjunct Class Period.

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

18 **SECOND CAUSE OF ACTION**

19 **Failure to Authorize and Permit Paid Rest Periods or Pay Missed Rest Period Premiums** 20 **[Cal. Labor Code §§ 226.2 and 226.7; IWC Wage Order No. 4-2001 § 12]**

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

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

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

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

1
2 54. California Labor Code § 226.7(a) provides, “No employer shall require any employee to
3 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
4 Commission.”

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

9 56. Under the theory that Adjunct Class Members were not piece-rate workers but were still
10 non-exempt under Wage Order No. 4-2001, § 1(A), Defendant also regularly failed to authorize and
11 permit Plaintiff and Adjunct Class Members to take paid off-duty rest breaks by requiring them to remain
12 available to students for questions before, during and after class, in violation of Wage Order No. 4-2001
13 § 12.

14 57. As a result of Defendant’s policies and practices, Plaintiff and the Adjunct Class Members
15 were not authorized and permitted to take compliant rest breaks, and are entitled to recover one additional
16 hour of pay at the employee’s regular rate of compensation for each day in which Defendant failed to
17 authorize and permit Adjunct Class Members to take paid rest periods as required under Labor Code §
18 226.7 and Wage Order No. 4-2001 § 12.

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

21
22 **THIRD CAUSE OF ACTION**

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

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

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

61. Pursuant to Labor Code § 512(a), “(a) An employer shall 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....”

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

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

6 64. Because Plaintiff and Adjunct Class Members were non-exempt employees, Defendant
7 was required but failed to authorize and permit them to take off-duty meal breaks because Defendant
8 required and/or expected all Adjunct Class Members to remain available to students for questions before,
9 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, § 11.

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION
Failure to Pay Compensation Timely During Upon Discharge
[Cal. Labor Code §§ 201-203]

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

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

74. During the Waiting Time Penalties Class Period, Defendant employed Plaintiff and Adjunct Class Members on a limited contract by contract basis, for a set period of time. At the end of the contract, Plaintiff and Adjunct Class Members were discharged from the employment of Defendant for the purposes of Labor Code § 201-203. As a result, Defendant was required to pay Plaintiff and Adjunct Class Members all wages due upon the end of the Period of Appointment. However, Defendant did not pay on this date, and waited until its regular payroll schedule to pay Plaintiff and Adjunct Class Members, 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.

76. In light of the clear law requiring that Defendant pay for time spent working outside of the Period of Appointment, to pay for rest breaks hourly and separately from the Course Rate, and to pay premium pay for missed breaks, Defendant's failure to pay wages for such time was willful.

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

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

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

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

80. The UCL prohibits any unlawful, unfair, or fraudulent business practices. Labor Code § 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to 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.

81. During the Adjunct Class Period, Defendant committee acts of unfair competition, as defined in the UCL by wrongfully denying Adjunct Class Members payment in the amount of at least minimum wages for all their hours worked in violation of Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4; by failing to authorize and permit paid rest breaks and pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and Wage Order No. 4-2001 § 12; by failing to provide unpaid off-duty meal breaks and pay premium pay for missed meal breaks in violation of Labor Code § 226.7 and 512 and Wage Order No. 4-2001 § 11; and by failing to reimburse Adjunct Class Members and Unreimbursed Expense Class Members business expenses in violation of Code § 2802.

82. By its actions and omissions, Defendant has substantially injured Plaintiff and the Adjunct Class. The harm to Plaintiff and the Adjunct Class 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

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

SEVENTH CAUSE OF ACTION

Failure to Reimburse Business Expenses; Forced Patronage **[Cal. Labor Code § 2802 and 450]**

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

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

86. Labor Code § 450 provides: “No employer, or agent or officer thereof, may compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value.”

1 87. In order to discharge their duties for Defendant, Plaintiff and WFH Class Members were
2 expected and/or required to incur unreimbursed expenses in carrying out their work duties for Defendant.
3 These expenses include but are not limited to home internet, home or mobile telephone expenses, ink
4 toner/cartridges and paper and other expenses associated with working from home.

5 88. Although having knowledge of such expenses, Defendant did not reimburse WFH Class
6 Members for their business expenses, as required by Labor Code § 2802.

7 89. During the PR Class Period, Defendant maintained a mandatory parking permit policy that
8 required Parking Reimbursement Class Members to acquire an annual parking permit from Defendant,
9 and deducted the costs of the permit from their paycheck. As a result, Defendant compelled PR Class
10 Members to patronize it, and required PR Class Members to incur unreimbursed expenses in carrying out
11 their work duties, in violation of Labor Code § 450 and 2802.

12 90. Plaintiff, on behalf of himself, WFH Class Members, and PR Class Members, requests
13 relief as described below.

14 **EIGHTH CAUSE OF ACTION**

15 **Civil Penalties**

16 **[Labor Code §§ 2698 *et seq.*]**

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

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

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

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

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

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

30 95. During the Adjunct PAGA Period, Defendant failed to pay Adjunct Aggrieved Employees
31 for their time spent on rest breaks separately and apart from the Course Rate, in violation of Labor Code
32 § 226.2. Defendant also failed to authorize and permit paid rest breaks and pay missed rest break
33 premiums in violation of IWC Wage Order No. 4-2001 § 12 and Labor Code § 226.7.

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

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

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

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

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

12 99. During the Adjunct PAGA Period, Defendant failed to issue accurate itemized wage
13 statements to Adjunct Aggrieved Employees by failing to list on the wage statements (1) gross wages
14 earned, (2) total hours worked, (3) net wages earned, and (4) all applicable hourly rates in effect during
15 the pay period, and the corresponding number of hours worked at each hourly rate, in violation of Labor
16 Code § 226(a)(1), (2), (5), and (9).

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

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

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

28 ***Violation of Labor Code § 204***

 103. During the Adjunct PAGA Period, instead of paying Adjunct Aggrieved Employees twice
per month, Defendant paid them once per month. As a result, Defendant failed to pay Adjunct Aggrieved
Employees for the labor performed between the 1st and the 15th of the month between the 16th and the
26th of the month, in violation of Labor Code § 204.

1 104. Pursuant to Labor Code § 210, Plaintiff and Adjunct Aggrieved Employees are entitled to
2 one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent
3 violation of Labor Code § 204, plus 25% of the amount unlawfully withheld.

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

8 ***Violation of Labor Code § 2802***

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

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

17 ***Violation of Labor Code § 450***

18 108. During the Parking Reimbursement PAGA Period, Defendant maintained a mandatory
19 parking permit policy that required Parking Reimbursement Aggrieved Employees to acquire an annual
20 parking permit, and deduct the cost from their paychecks, in violation of Labor Code § 450.

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

24 **PRAYER FOR RELIEF**

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

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

B. On the First Cause of Action: That the Court find and declare that Defendant violated
Labor Code §§ 226.2, 1194, and 1194.2 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and
Adjunct Class Members for their time spent performing work prior to the start of the Contract Teaching
Agreements, separately and apart from the Course Rate, or at all, and award Plaintiff and the Adjunct

1 Class the amount of their unpaid minimum wages owed to them for that work, plus liquidated damages
2 in an additional amount equal to the amount of wages unlawfully withheld during the Class Period.

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

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

11 E. On the Fourth Cause of Action: That the Court find and declare that Defendant violated
12 Labor Code §§ 226(a) and 226.2, and award Plaintiff and Adjunct Class Members statutory penalties
13 under Labor Code § 226(e);

14 F. On the Fifth Cause of Action: That the Court find and declare that Defendant has violated
15 Labor Code §§ 201–202, and award Plaintiff and Adjunct Class Members waiting time penalties under
16 Labor Code § 203;

17 G. On the Sixth Cause of Action: That the Court find and declare Defendant has violated the
18 UCL by failing to pay Adjunct Class Members for their rest break time and Non-teaching Time separately
19 and apart from the Course Rate, in violation of Labor Code §§ 1194, 226.2, 226.7, and Wage Order No.
20 4-2001, § 12; by failing to authorize and permit paid rest breaks for members of the Adjunct Class and by
21 failing to pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and IWC Wage
22 Order 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 award
24 restitution to the Adjunct Class, including, but not limited to, unpaid wages, and an additional hour of pay
at the employee's regular rate of compensation for each day that a rest break or meal break was not
provided during the Class Period.

25 H. On the Seventh Cause of Action: That the Court find and declare that Defendant's business
26 expense policies and/or practices violate California law, including Labor Code § 2802 and 450, by
27 refusing and/or failing to reimburse business expenses incurred by Plaintiff and WFH Class Members,
28 and by compelling PR Class Members to purchase annual parking permits, and that the Court award to

1 Plaintiff, the WFH Class Members, and the PR Class, business expenses that they are owed, the costs of
2 their annual parking permits, and interest thereon, that they are owed, pursuant to Labor Code § 2802 and
3 450, in an amount to be proved at trial.

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

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

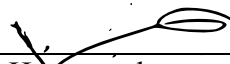
9 K. All other relief as this Court deems proper.

10 **JURY DEMAND**

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

12 Dated: July 27, 2021

13 Respectfully submitted,

14 
15 By: Julian Hammond
16 HAMMONDLAW, P.C.
17 *Attorneys for Plaintiff*
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