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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CHERYL BURLEIGH, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

**UMASS GLOBAL f/k/a/ BRANDMAN
UNIVERSITY**, a California Non-Profit
Corporation,

Defendant.

CASE NO. 30-2020-01172801-CU-OE-CXC

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

1 Plaintiff Cheryl Burleigh (“Plaintiff”), on behalf of herself 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, 226.7, 512, 226(e), 201-203, 2802, and IWC Wage Order (“Wage Order”)
8 No. 4-2001 §§ 4, 11, and 12, and restitution under California’s Unfair Competition Law (“UCL”),
9 Business & Professions Code §§ 17200 *et seq.*

10 2. Plaintiff brings this action on behalf of herself and all other similarly situated individuals
11 employed in California by UMass Global, formerly known as Brandman University (“Defendant”) as
12 part-time adjunct instructors, were not paid in compliance with Labor Code § 515.7, and were not paid on
13 an hourly basis (“Adjunct Class Members”) from December 2, 2016, through to the August 22, 2021
14 (“Adjunct Class Period”). Defendant’s violations of California’s wage and hour laws, as described more
15 fully below, have been ongoing for at least the past four years, and are continuing at present.

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

23 4. During the Adjunct Class Period, Defendant failed to pay Adjunct Class Members for their
24 rest breaks separately and apart from the Course Rate and failed to pay premium pay, in violation of Labor
25 Code §§ 226.2, 226.7 and Wage Order No. 4-2001 § 12. Even if not piece rate workers, as non-exempt
26 employees, Adjunct Class Members were entitled to be permitted and authorized to take off-duty rest
27 breaks under Labor Code § 226.7 and Wage Order No. 4-2001 § 12. However, Defendant failed to
28 authorize and permit Adjunct Class Members to take off-duty rest breaks 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.

5. Additionally, Defendant failed to provide Adjunct Class Members off-duty meal breaks as
required under Labor Code § 512 and Wage Order No. 4-2001 § 11. Defendant maintained policies and/or

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

4 6. From December 2, 2017 to August 22, 2021 ("Waiting Time Penalties Class Period"),
5 Adjunct Class Members were employed on a contract-by-contract basis and were discharged at the end
6 of each contract. However, Defendant failed to pay Adjunct Class Members their final wages on the same
7 day that they were discharged from employment in violation of Labor Code §§ 201-203. Additionally, as
8 a result of failing to pay wages for non-productive time and/or all hours worked, and failing to pay for
9 rest break time, as well as failure to pay premium pay for missed breaks, Defendant failed to pay Adjunct
10 Class Members all wages due upon discharge from employment in violation of Labor Code §§ 201-203.

11 7. From December 2, 2019 to the August 22, 2021 ("Wage Statement Class Period")
12 Defendant knowingly and intentionally failed to provide Plaintiff and Adjunct Class Members with
13 accurate itemized wage statements in violation of Labor Code §§ 226(a) and 226.2(a) that listed the total
14 hours worked, the applicable hourly rate in effect during each pay period, and piece-rate information.
15 Plaintiff and Adjunct Class Members suffered injury as a result of Defendant's knowing and intentional
16 violation of Labor Code § 226(a). As a result, Adjunct Class Members are entitled to statutory penalties
17 as provided for under Labor Code § 226(e), as well as reasonable attorneys' fees and costs.

18 8. During the Adjunct Class Period, Plaintiff and Adjunct Class Members incurred business
19 expenses in direct consequence of the discharge of their duties, including home internet, home or cellular
20 phone expenses, and other expenses associated with teaching online courses from home, which Defendant
21 did not reimburse them, in violation of Labor Code § 2802.

22 9. Plaintiff also brings this action for unreimbursed expenses on behalf of herself and all other
23 similarly situated individuals other than Adjunct Class Members employed in California by Defendant
24 and who were required to work remotely ("Expense Reimbursement Class Members" or "ER Class
25 Members") from March 18, 2020 to May 3, 2021 ("Expense Reimbursement Class Period"). During the
26 Expense Reimbursement Class Period, Plaintiff and ER Class Members incurred business expenses in
27 direct consequence of the discharge of their duties, including but not limited to home internet, home or
28 cellular phone 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. As a result of the above Labor Code violations, Defendant committed unfair, unlawful, and
fraudulent business practices, in violation of the UCL.

11. Plaintiff also brings this action as a representative action under the California Labor Code's Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, for (a) civil penalties on behalf of herself and adjunct instructors ("Adjunct Aggrieved Employees") employed between September 25, 2019 and August 22, 2021 ("Adjunct PAGA Period") for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 512, 1194 and 2802, and (b) for civil penalties on behalf of herself and all other individuals employed by Defendant in California ("Expense Reimbursement Aggrieved Employees") between March 18, 2021 and May 3, 2021 ("Expense Reimbursement PAGA Period") for Defendant's violation of Labor Code § 2802.

PARTIES

12. Plaintiff has been employed by Defendant as an adjunct instructor since 2017. During her employment, Plaintiff was subject to Defendant's unlawful conduct described herein.

13. Defendant is a private non-profit university, with its headquarters located in Irvine.

JURISDICTION

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

15. This Court has jurisdiction over Plaintiff and Adjunct Class Members' claims for failure to pay Adjunct Class Members for their 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.

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

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

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

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

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

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

22. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code § 2699. On September 25, 2020, Plaintiff provided her PAGA Notice pursuant to Labor Code § 2699.3 to the California Labor & Workforce Development Agency ("LWDA") and Defendant. On November 16, 2020, Plaintiff provided her Amended PAGA Notice pursuant to Labor Code § 2699.3 to the LWDA and Defendant. On November 12, 2021, Plaintiff provided her Second Amended PAGA Notice pursuant to Labor Code § 2699.3 to the LWDA and Defendant. On July 18, 2022, Plaintiff provided her Third Amended PAGA Notice pursuant to Labor Code § 2699.3 to the LWDA and Defendant. 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.

23. This Court has jurisdiction over Plaintiff's claims for attorneys' fees and costs under Labor Code §§ 1194, 226(e), 2802(c), 2699(g)(1) can Cal. Civil Procedure Code § 1021.5.

VENUE

24. Venue is proper in the County of Orange pursuant to Cal. Civ. Proc. Code §§ 395(a) and 395.5. Defendant's headquarters are in Irvine, Orange County.

FACTUAL ALLEGATIONS

25. Defendant is a private, non-profit university that offers both undergraduate and graduate programs at its main campus in Irvine, California and over 20 satellite campuses located throughout California. Defendant offers undergraduate and graduate degrees and certificate programs. These programs are offered throughout the year during the fall, spring and summer sessions. In order to teach these programs, Defendant employs Adjunct Class Members.

26. Defendant employs Adjunct Class Members pursuant to a uniform employment Contract. This uniform Contract contained the compensation Adjunct Class Members were entitled to be paid in the form of the flat per course compensation for teaching the assigned course (“Course Rate”).

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

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

1 28. Additionally, Plaintiff and Adjunct Class Members were non-exempt piece rate workers
2 because from the beginning of the Adjunct Class Period and until approximately Fall 2020, the vast
3 majority of Adjunct Class Members were paid based on a piece rate, where the “piece” of work was
4 teaching a specified Course. The course rate pay was standardized and only varied based on objective
5 criteria such as the experience and education level of an instructor. Moreover, Adjunct Class Members’
6 compensation could be reduced by being prorated based on the number of students enrolled in the course.
7 This is consistent with a piece-rate compensation system and not a salary.

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

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

22 31. Whether Adjunct Class Members were paid on a piece rate or not, they were also entitled
23 to be provided with complaint meal periods pursuant to Labor Code § 512 and Wage Order No. 4-2001,
24 § 11.

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

26 32. During the Adjunct Class Period, Defendant employed Adjunct Class Members pursuant
27 to Contracts that started on the first day of semester and ended on the last day of the semester. However,
28 Defendant required and/or expected them to perform work before the semester began, and after the
semester ended, including but not limited to preparing and submitting syllabi, preparing assignments and
lectures, and submitting grades.

 33. As the compensation set out in the Contracts only covered the period of the Contract,
Defendant did not pay Adjunct Class Members anything for the hours spent working before and after their

1 Contracts, and before and after the academic term, as required under Labor Code §§ 1194, 1194.2, 226.2
2 and Wage Order No. 4-2001, § 4.

3 ***C. Defendant Violated California's Rest Break Laws***

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

8 35. During the Adjunct Class Period, Adjunct Class Members sometimes worked at least 3.5
9 hours or more on any given day because Defendant scheduled them to teach for 3.5 hours or longer.
10 Defendant also had policies and/or practices in place which impeded Adjunct Class Members' ability to
11 take off-duty rest breaks during these times, including the policy and/or practice of requiring Adjunct
12 Class Members to be available to students during class, as well as before and after class as alleged in the
13 previous paragraph.

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

19 37. Defendant also knew or should have known that Adjunct Class Members were impeded
20 from taking off-duty rest breaks. Even if Adjunct Class Members are not piece-rate workers, Defendant
21 was required but failed, as alleged above, to permit and authorize them to take off-duty rest breaks for
22 shifts of 3.5 hours or longer, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12, thereby
23 triggering an obligation to make premium payments under Labor Code § 226.7 and Wage Order No. 4-
24 2001, § 12(B), which it also did not pay.

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

26 38. During the Adjunct Class Period, Adjunct Class Members sometimes taught classes that
27 were 5 hours or longer. Defendant did not maintain a compliant meal break policy applicable to Adjunct
28 Class Members. As a result, Adjunct Class Members were not relieved of all duties for at least 30 minutes
before the end of their fifth hour of work, as required under Labor Code § 512(a) and Wage Order No. 4-
2001, § 11.

39. Thus, Defendant failed to provide compliant meal breaks in accordance with Wage Order
No. 4-2001, § 11(A) and Labor Code § 512, thereby triggering an obligation to make premium payments

1 to Plaintiff and Adjunct Class Members pursuant to Labor Code § 226.7. However, Defendant did not pay
2 premium pay for missed meal breaks as required under Labor Code § 226.7.

3 ***D. Defendant Failed to Issue Accurate Itemized Wage Statements***

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

10 41. Additionally, because Adjunct Class Members were piece-rate workers, Defendant was
11 required to furnish wage statements to them that contained, including but not limited to, the following
12 information: the number of piece-rate units earned and any applicable piece rate; compensable rest
13 periods, the rate of compensation, and gross wages paid for those rest break periods; and hours of
14 nonproductive time, the 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).

15 42. During the Wage Statement Class Period, Defendant issued Adjunct Class Members wage
16 statements on a bi-weekly basis. However, rather than issue Adjunct Class Members accurate itemized
17 wage statements showing the actual hours worked, Defendant issued wage statements that included only
a lump sum earned during each pay period and no hours and hourly rates.

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

20 44. Defendant knew that it did not track the actual hours worked by the Adjunct Class
21 Members, and could not list accurate hours and hourly rates each pay period. As a result, Defendant's
22 issuance of inaccurate wage statements was knowing and intentional.

23 45. As a result, Plaintiff and Adjunct Class Members could not readily ascertain the number
24 of total hours they worked in any given pay period, or the applicable hourly rate they earned in any given
pay period. As a result, Plaintiff and Adjunct Class Members suffered injury.

25 ***E. Defendant Failed to Pay All Wages Owed Upon Discharge***

26 46. As a result of Defendant's policy and practice of employing Plaintiff and Adjunct Class
27 Members on a limited contract basis only, at the expiration of each contract, Plaintiff and Adjunct Class
28 Members were discharged from Defendant's employ, and Defendant was required to pay all wages due

1 to Plaintiff and Adjunct Class Members on that date. However, during the Waiting Time Penalties Class
2 Period, Defendant paid Plaintiff and Adjunct Class Members in accordance with its bi-weekly schedule,
3 which was after the Contract expiration date, resulting in the late payment of Plaintiff's and Adjunct Class
4 Members' wages upon discharge.

5 47. Additionally, as a result of failing to pay wages for non- productive time and/or all hours
6 worked, and failing to pay for rest break time, as well as failure to pay premium pay for missed breaks,
7 Defendant failed to pay Adjunct Class Members all wages due upon discharge from employment in
8 violation of Labor Code §§ 201-203.

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

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

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

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

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

28 ***G. Defendant Failed to Reimburse Expense Reimbursement Class Members for their Necessarily
Incurred Business Expenses***

52. As a result of the COVID-19 pandemic and the state of emergency declared in California
on March 4, 2020 due to the pandemic, all non-essential workers of Defendant including Expense

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

5 53. Defendant was aware, or should have been aware, that Expense Reimbursement Class
6 Members incurred these expenses in direct consequence of the discharge of their job duties because
7 Defendant required Expense Reimbursement Class Members to work from home. Throughout the
8 Expense Reimbursement Class Period, Defendant, however, did not maintain policies or practices of
9 reimbursing Expense Reimbursement Class Members for their business expenses fully or at all for any
10 such expenses incurred throughout the Expense Reimbursement Class Period as required under Labor
11 Code § 2802.

12 54. As a result, Defendant knowingly permitted Plaintiff and Expense Reimbursement Class
13 Members to pay for expenses incurred in direct consequence of discharging their duties for Defendant,
14 without any reimbursement or reimbursement in full by Defendant for such expenses.

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

19 ***H. Defendant's Labor Code Violations Were Unfair Business Practice***

20 56. From at least four years prior to filing this complaint, through the present, Defendant has
21 adopted and used unfair business practices to reduce Adjunct Class Members' and Expense
22 Reimbursement Class Members' compensation and increase profits. These unfair business practices
23 include failing to pay members of the Classes, as applicable, for their time spent on rest periods separate
24 and apart from the Course Rate; failing to authorize and permit timely off-duty rest periods; failing to
25 provide off-duty meal breaks; failing to pay premium pay for missed rest and meal breaks; and failing to
26 pay Adjunct Class Members for their time working outside of the Contract, separately and apart from
27 their Course Rate or at all; and failing to reimburse necessarily incurred business expenses.

28 **CLASS ACTION ALLEGATIONS**

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

1 37. Plaintiff's claims are typical of the claims of the members of each Class because she was
2 an adjunct instructor who was (a) not paid separately from the Course Rate or at all for hours worked
3 before and after the Contract; (b) not paid at least at the average hourly rate for time spent on rest breaks,
4 was subject to Defendant's policies and practices that prevented and/or impeded his ability to take
5 authorized and permitted to take paid off-duty rest periods and meal periods, and was not paid premium
6 pay for missed or unpaid rest and meal breaks; (c) not paid all wages due upon discharge, (d) not provided
7 with an accurate and itemized wage statement for each pay period; and (e) not reimbursed for business
8 expenses incurred in the discharge of his duties for Defendant.

9 38. Plaintiff will fairly and adequately represent the interests of the Classes. Plaintiff has no
10 conflict of interest with any member of the Classes. Plaintiff has retained competent and experienced
11 counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
12 adequately represent the interests of the Classes.

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

- 16 a. Whether Adjunct Class Members are non-exempt employees;
- 17 b. Whether a Course Rate is a piece rate;
- 18 c. Whether Defendant violated Labor Code §§ 226.2 and 1194 and Wage Order No. 4-
19 2001, § 4 by failing to pay Plaintiff and Adjunct Class Members for all hours worked;
- 20 d. Whether Defendant is liable for liquidated damages to Plaintiff and the Adjunct Class
21 under Labor Code § 1194.2;
- 22 e. Whether Defendant violated Labor Code § 226.2 and Wage Order No. 4-2001, § 4 by
23 failing to pay Plaintiff and the Adjunct Class separately and apart from the Course Rate
24 for their rest breaks;
- 25 f. Whether Defendant violated Wage Order No. 4-2001 §§ 11 and 12 by maintaining
26 policies and practices that prevented or impeded Adjunct Class Members from taking
27 off-duty rest periods and meal breaks;
- 28 g. Whether Defendant violated Labor Code §§ 226.7 and 512 and Wage Order No. 4-
2001 § 11 and 12 by failing to pay one hour of premium pay for each day that a paid rest
period or unpaid meal period was not provided during the Adjunct Period;
- h. Whether Defendant violated Labor Code §§ 226(a) and 226.2 by failing to issue
itemized wage statements to Plaintiff and Adjunct Class Members;

- i. Whether Defendant's violation of Labor Code § 226(a) was knowing and intentional;
- j. Whether Plaintiff and Adjunct Members suffered injury for the purposes of Labor Code § 226(e);
- k. Whether Defendant violated Labor Code § 203 by failing to pay Adjunct Class Members for all of their wages due to them at the time of discharge from employment;
- l. Whether Plaintiff, Adjunct Class Members, and Expense Reimbursement Class Members, incurred business expenses in order to perform their duties for Defendant remotely from home;
- m. Whether Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff, Adjunct Class Members, and Expense Reimbursement Class Members, for their necessarily incurred business expenses;
- n. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in violation of UCL;
- o. Whether Plaintiff and members of the Classes are entitled to restitution under Bus. & Prof. Code § 17200 *et seq.* for uncompensated wages and unpaid premium pay; and
- p. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff and the Classes;
- q. Whether the Classes are entitled to declaratory and injunctive relief.

40. 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. Members of each Class are readily identifiable from Defendant's employee rosters and/or payroll records.

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

42. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for

1 many members of each Class, while substantial, may not be sufficient to enable them to maintain separate
2 suits against Defendant.

3 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

20 47. As set forth above, during the Adjunct Class Period, Plaintiff and Adjunct Class Members
21 were non-exempt employees paid a Course Rate for the time spent on teaching courses, which is a piece-
22 rate, but Defendant did not compensate them for their time spent working, separately from the Course
23 Rate, or at all.

24 48. Accordingly, pursuant to § 4 of the Wage Order and Labor Code §§ 226.2, 1194 and
25 1194.2, Plaintiff and the Adjunct Class Members are entitled to recover, at a minimum, their unpaid
26 hourly wages, plus liquidated damages in an additional amount equal to the total amount of applicable
27 wages unlawfully withheld during the Adjunct Class Period.

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

SECOND CAUSE OF ACTION

Failure to Authorize and Permit Paid Rest Periods or Pay Missed Rest Period Premiums

[Cal. Labor Code §§ 226.2 and 226.7; IWC Wage Order No. 4-2001 § 12]

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

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

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

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

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

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

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

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

27 57. Plaintiff, on behalf of herself and all other Adjunct Class Members, requests relief as
28 described below.

THIRD CAUSE OF ACTION

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

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

59. Pursuant to Labor Code § 226.7(b), “(b) An employer shall not require an employee to 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.”

60. 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....”

61. Pursuant to Wage Order No. 4-2001, § 11, “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....”

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

63. Because Plaintiff and Adjunct Class Members were non-exempt employees, Defendant was required but failed to authorize and permit them to take off-duty meal breaks 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, § 11.

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

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

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

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

67. Defendant also failed to itemize the total number of hours of compensable rest periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during

1 the pay period, as required under Labor Code § 226.2.

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

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

9 70. Plaintiff, on behalf of herself and all other Adjunct Class Members, requests relief as
described below.

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

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

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

18 73. During the Waiting Time Penalties Class Period, Defendant employed Plaintiff and
19 Adjunct Class Members on a limited contract by contract basis, for a set period of time. At the end of the
20 contract, Plaintiff and Adjunct Class Members were discharged from the employment of Defendant for
21 the purposes of Labor Code § 201. As a result, Defendant was required to pay Plaintiff and Adjunct Class
22 Members all wages due upon the end of the Contract. However, Defendant did not pay on this date, and
23 waited until its regular payroll schedule to pay Plaintiff and Adjunct Class Members, which was often
after the expiration of their contract.

24 74. Additionally, as a result of failing to pay wages for non- productive time and/or all hours
25 worked, and failing to pay for rest break time, as well as failure to pay premium pay for missed breaks,
26 Defendant failed to pay Adjunct Class Members all wages due upon discharge from employment.

27 75. In light of the clear law requiring that Defendant pay all wages owed on the day an
28 employee is discharged, Defendant's failure to pay wages at the end of each contract was willful.

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

3 77. Plaintiff, on behalf of herself and all other Adjunct Class Members, requests relief as
4 described below.

5 **SIXTH CAUSE OF ACTION**
6 **Failure to Reimburse Cell Phone Business Expenses**
7 **[Cal. Labor Code § 2802]**

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

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

13 80. In order to discharge their duties for Defendant, Plaintiff, the Adjunct Class Members and
14 the Expense Reimbursement Class Members were expected and/or required to incur unreimbursed
15 expenses in carrying out their work duties for Defendant. These expenses include but are not limited to
16 home internet, home or mobile telephone expenses, ink toner/cartridges and paper and other expenses
17 associated with working from home.

18 81. Although having knowledge of such expenses, Defendant did not reimburse Plaintiff,
19 Adjunct Class Members, and Expense Reimbursement Class Members for their business expenses, as
20 required by Labor Code § 2802.

21 82. Defendant’s failure to reimburse Plaintiff, Adjunct Class Members, and Expense
22 Reimbursement Class Members business expenses violated non-waivable rights secured to them by Labor
23 Code § 2802. Plaintiff, Adjunct Class Members, and Expense Reimbursement Class Members are entitled
24 to reimbursement for these business expenses, plus interest and attorneys’ fees and costs, under Labor
25 Code § 2802.

26 83. Plaintiff, on behalf of herself, Adjunct Class Members, and Expense Reimbursement Class
27 Members, requests relief as described below.

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

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

1 85. The UCL prohibits any unlawful, unfair, or fraudulent business practices. Labor Code
2 § 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in
3 order to ensure employees are not required to work under substandard and unlawful conditions, and to
4 protect employers who comply with the law from those who attempt to gain competitive advantage at the
5 expense of their workers by failing to comply with minimum labor standards. Through its actions alleged
6 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.

7 86. Beginning at least four years prior to the filing of this Complaint, Defendant committed,
8 and continues to commit, acts of unfair competition, as defined in the UCL by wrongfully denying Adjunct
9 Class Members payment in the amount of at least minimum wages for all their hours worked in violation
10 of Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4; by failing to authorize and permit
11 paid rest breaks and pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and Wage
12 Order No. 4-2001 § 12; by failing to provide unpaid off-duty meal breaks and pay premium pay for missed
13 meal breaks in violation of Labor Code § 226.7 and 512 and Wage Order No. 4-2001 § 11; and by failing
14 to reimburse Adjunct Class Members and Expense Reimbursement Class Members' business expenses in
violation of Code § 2802.

15 87. By its actions and omissions, Defendant has substantially injured Plaintiff, Adjunct Class
16 Members, and Expense Reimbursement Class Members Class Members. The harm to Plaintiff, Adjunct
17 Class Members, and Expense Reimbursement Class Members Class Members resulting from Defendant's
18 labor code violations outweighs the utility, if any, of Defendant's policies and practices. Therefore,
19 Defendant's actions described herein constitute an unfair business practice or act within the meaning of
the UCL.

20 88. Plaintiff, on behalf of herself and all other Adjunct Class Members and Expense
21 Reimbursement Class Members, requests relief as described below.

22 **EIGHTH CAUSE OF ACTION**

23 **Civil Penalties**

24 **[Labor Code §§ 2698 *et seq.*]**

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

27 90. Plaintiff seeks PAGA penalties on behalf of herself, Adjunct Aggrieved Employees, and
28 Expense Reimbursement Aggrieved Employees, for the following violations:

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

2 91. During the PAGA Period, Defendant did not compensate Adjunct Aggrieved Employees
3 for their time spent working outside of the Contract, separately from the Course Rate, or at all, in violation
4 of Labor Code §§ 226.2 and 1194, and Wage Order No. 4-2001, § 4.

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

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

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

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

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

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

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

23 ***Violation of Labor Code §§ 226(a) and (e) and 226.2(a)***

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

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

 99. As a result of Defendant's knowing and intentional violations of Labor Code § 226(a),

1 Defendant is liable for statutory penalties under Labor Code § 226(e) in the amount of \$50 for each initial
2 violation of Labor Code § 226(a), and \$100 for each subsequent violation, up to an amount not exceeding
3 an aggregate penalty of \$4,000 for each employee. However, Defendant failed to pay statutory penalties
4 as required under Labor Code § 226(e).

5 100. Pursuant to Labor Code § 226.3, Plaintiff and Adjunct Aggrieved Employees are entitled
6 to \$250 for each initial pay period with a violation and \$1,000 for each subsequent pay period with a
7 violation.

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

11 ***Violation of Labor Code § 201, 202 and 203***

12 57. During the PAGA Period, Defendant failed to pay Adjunct Aggrieved Employees their
13 final wages on their discharge from employment, or upon termination of their employment, in violation
14 of Labor Code § 201-202. Defendant also failed to pay Adjunct Aggrieved Employees waiting time
penalties, in violation of Labor Code § 203.

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

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

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

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

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1 ***Violation of Labor Code § 2802 on behalf of Expense Reimbursement Aggrieved Employees***

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

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

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff, on behalf of herself and the Classes, prays for the following relief:

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

15 B. On the First Cause of Action: That the Court find and declare that Defendant violated
16 Labor Code §§ 226.2, 1194, and 1194.2 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and
17 Adjunct Class Members for all hours worked, and award Plaintiff and the Adjunct Class the amount of
18 their unpaid wages owed to them for that work, plus liquidated damages in an additional amount equal to
19 the amount of wages unlawfully withheld during the Adjunct Class Period.

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

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

 E. On the Fourth Cause of Action: That the Court find and declare that Defendant violated
Labor Code §§ 226(a) and 226.2(a), and award Plaintiff and Adjunct Class Members who worked for

1 Defendant during the one year prior to the filing of this action statutory penalties under Labor Code §
2 226(e);

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

7 G. On the Sixth Cause of Action: That the Court find and declare that Defendant’s business
8 expense policies and/or practices violate California law, including Labor Code § 2802, by refusing and/or
9 failing to reimburse business expenses incurred by Plaintiff, Adjunct Class Members and Expense
10 Reimbursement Class Members, and that the Court award to Plaintiff, Adjunct Class Members and
11 Expense Reimbursement Class Members all business expenses, and interest thereon, that they are owed,
12 pursuant to Labor Code § 2802, in an amount to be proved at trial.

13 H. On the Seventh Cause of Action: That the Court find and declare Defendant has violated
14 the UCL by failing to pay Adjunct Class Members for their rest break time and time spent working after
15 the end of the Contract separately and apart from the Course Rate, in violation of Labor Code §§ 1194,
16 226.2, 226.7, and Wage Order No. 4-2001, § 12; by failing to authorize and permit paid rest breaks for
17 members of the Adjunct Class and by failing to pay premium pay for missed rest breaks in violation of
18 Labor Code § 226.7 and IWC Wage Order 4-2001, § 12; ; by failing to provide Adjunct Class Members
19 unpaid off-duty meal breaks and pay premium pay for missed meal breaks in violation of Labor Code §
20 226.7 and 512 and Wage Order No. 4-2001 § 11; failing to reimburse Adjunct Class Members and
21 Expense Reimbursement Class Members’ business expenses; and award restitution to the Classes,
22 including, but not limited to, unpaid wages, an additional hour of pay at the employee’s regular rate of
23 compensation for each day that a rest break or meal break was not provided during the Adjunct Class
24 Period, and reimbursement of business expenses in the amount to be proved at trial.

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

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

K. All other relief as this Court deems proper.

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Dated: September 22, 2022

By: Julian Hammond
HAMMONDLAW, P.C.

Attorneys for Plaintiff