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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

LARISSA MARANTZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendant.

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

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

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

DEMAND FOR JURY TRIAL

1 Plaintiff Larissa Marantz ("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
5 for unpaid wages and unpaid premium pay, statutory penalties, interest, injunctive relief, restitution, and
6 reasonable attorneys' fees and costs under California Labor Code ("Labor Code") §§ 226.2, 1194,
7 1194.2, 226.7, 512, 201-203, IWC Wage Order No. 4-2001 ("Wage Order No. 4") §§ 4, 11 and 12,
8 California Civil Procedure Code § 1021.5, and restitution under California's Unfair Competition Law
9 ("UCL"), Business & Professions Code §§ 17200 *et seq.* on behalf of Plaintiff and all other similarly
10 situated individuals currently and formerly employed by the Laguna College of Art & Design ("LCAD"
11 or "Defendant") in California as part-time faculty, adjunct instructors, or in a similar capacity ("Class
12 Members") from four years prior to the filing of this Complaint through to the trial date ("Class
13 Period"). Defendant's violations of California's wage and hour laws and unfair competition laws, as
14 described more fully below, have been ongoing for at least the past four years, and are continuing at
15 present.

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

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

4. Because Class Members are piece rate workers, Defendant was required to pay them
separately from the piece and hourly at least at the minimum wage for their non-productive time (i.e.
time spent working outside the hours of classroom instruction, including but not limited to, attending

1 faculty meetings, responding to questions' questions outside the hours of classroom instruction).
2 Defendant, however, did not pay them for their non-productive time, in violation of Labor Code
3 §§ 226.2, 1194, 1194.2, and Wage Order No. 4-2001, § 4. As a result, Defendant is also liable to Class
4 Members for unpaid wages.

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

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

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

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

1 received their final paycheck according to Defendant's regular payroll schedule, which resulted in late
2 payments. As a result, Defendant is liable for waiting time penalties pursuant to Labor Code § 203.

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

19 10. During the Class Period, Defendant also failed to reimburse Plaintiff and other Class
20 Members for their necessarily incurred business expense pursuant to Labor Code § 2802. LCAD
21 maintained a policy and/or practice of requiring Class Members to pay for their supplies and materials
22 out of pocket, including but not limited to, books, painting supplies, graphic editor software. Plaintiff
23 and Class Members could not carry out their job duties for Defendant effectively without purchasing
24 these supplies. Yet, Defendant did not maintain a policy and/or practice of fully reimbursing Class
25 Members for their out of pocket expenses associated with purchasing these supplies and materials in
26 violation of Labor Code § 2802.

27 11. This action is also brought on behalf of Plaintiff and all other current and former
28 employees of Defendant ("Expense Reimbursement Class Members" or "ER Class Members") in
California employed at any time from March 23, 2020 through the date of trial or up to the time
employees are permitted to return to work at LCAD campus or no longer required by LCAD to work
from home ("Expense Reimbursement Class Period" or "ER Class Period") for unreimbursed business
expenses incurred by them during that period. During the ER Class Period, as a result of the COVID 19

1 pandemic, Defendant maintained a policy and/or practice of requiring Plaintiff and other ER Class
2 Members to work remotely. In order to carry out and perform their assigned work related duties
3 remotely, Plaintiff and other ER Class Members incurred and continue to incur expenses including but
4 not limited to cost of internet service and telephone service (hereinafter, "home office expenses").
5 However, Defendant maintains a policy and/or practice of failing to reimburse Plaintiff and other ER
6 Class Members for these necessarily incurred home office expenses, in violation of Labor Code § 2802.

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

9 13. Plaintiff also brings this action as a representative action under the Labor Code Private
10 Attorneys General Act ("PAGA"), Labor Code §§ 2698 *et seq.*, for civil penalties on behalf of herself
11 and other current and former part-time faculty of Defendant ("Adjunct Aggrieved Employees")
12 employed by LCAD from April 8, 2020 through to the trial date ("PAGA Period") for the Labor Code
13 and Wage Order violations alleged herein, specifically Labor Code §§ 226(a), 226.2, 226.7, 512, 201-
14 203, 1194, and 2802 and IWC Wage Order No. 4-2001 §§ 4, 11, and 12.

15 14. Plaintiff also brings this a PAGA Action for civil penalties on behalf of herself and all
16 other individuals employed by LCAD in California ("Aggrieved Employees") during the PAGA Period
17 or up to the time Aggrieved Employees are permitted to return to work at LCAD campus or no longer
18 required by LCAD to work from home, for Defendant's violation of Labor Code § 2802.

19 **PARTIES**

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

23 16. Defendant is a private non-profit university, incorporated in California and located in
24 Laguna Beach, Orange County, California.

25 **JURISDICTION**

26 17. This Court has jurisdiction over Plaintiff's and Class Members' claims for failure to pay
27 separately and hourly for non-productive time and/or failure to pay wages for all hours worked pursuant
28 to Labor Code §§ 226.2, 1194, 1194.2 and Wage Order No. 4 § 4.

18 18. This Court has jurisdiction over Plaintiff's and Class Members' claims for failure to pay
19 separately and hourly for rest break time and/or failure to permit and authorize off-duty rest breaks, and
20 failure to pay premium pay for missed rest breaks pursuant to Labor Code §§ 226.2, 226.7 and Wage
21 Order No. 4 §§ 4, 12.

19. This Court has jurisdiction over Plaintiff's and Class Members' claims for failure to provide off-duty meal periods pursuant to Labor Code § 512 and Wage Order No. 4, § 11.

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

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

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

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

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

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

26. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code § 2699. On April 7, 2021, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the California Labor & Workforce Development Agency ("LWDA"). On April 8, 2021 Plaintiff provided PAGA Notice to the 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.

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

VENUE

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

FACTUAL ALLEGATIONS COMMON TO ALL CLASS MEMBERS

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

29. Defendant is a private, non-profit visual arts college that offers undergraduate and graduate degree programs, and a post-baccalaureate certificate program in Drawing and Painting.

1 LCAD's main campus is in Laguna Beach, and LCAD also has a campus in the Big Bend area of
2 Laguna Beach and a South Campus. LCAD's programs are offered throughout the year, during the 16-
3 week fall and spring semesters, and shorter summer sessions. In order to teach these programs,
4 Defendant employs full-time and part-time faculty. Upon information and belief, during the Class
5 Period LCAD employed more than 100 part-time faculty.

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

7 30. Throughout the Class Period, Defendant employed Class Members pursuant to a uniform
8 employment contract. The contract set out the duration and terms of Class Members' employment. The
9 contract is for a definitive period of time, typically one semester and at most two semesters. The
10 contract also provides for compensation in form of a flat rate amount for teaching each course, based on
11 the number of units in the course. The more courses a Class Member teaches, the more she/he is paid.

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

14 32. Effective August 1, 2018 through the present, Plaintiff's and Class Members'
15 employment was subject to a Collective Bargaining Agreement, effective dates August 1, 2018 – July
16 31, 2021 ("CBA"), entered into between LCAD and Service Employees International Union, Local
17 721.¹

18 33. Article 10 of the CBA is entitled "Compensation" and expressly incorporates the
19 compensation information of Appendix A into the CBA. Appendix A to the CBA is entitled "Wages
20 and Benefits" and sets forth the compensation for adjunct faculty. The set-forth pay explicitly states
21 that the pay provided is "Per-Unit Pay for Classroom Teaching," wherein Class Members are paid a set
22 sum per unit taught.

23 34. Thus, the more course units Class Members teach, the more they are paid. This type of
24 compensation is a form of piece-rate compensation.

25 35. During the Class Period, the CBAs did not contain any references regarding the provision
26 for rest breaks, meal breaks, or wage statements and their content.

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

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

2 36. From the beginning of the Class Period through to September 7, 2020, Class Members
3 were non-exempt employees because they did not earn at least the monthly salary equivalent of two
4 times the California minimum wage for full-time employment -- a minimum amount required for an
5 employee in California to be considered exempt pursuant to the Wage Order. See Wage Order No. 4-
6 2001, § 1(A). Class Members were also non-exempt during that period because LCAD paid them on a
piece-rate basis.

7 37. Effective September 8, 2020, pursuant to newly enacted Labor Code § 515.7 an
8 instructors employed by a private non-profit college or university may also be classified as exempt, even
9 if he/she does not meet the minimum salary set out in the Wage Order, if he/she is paid a salary and
10 either (1) earns a set minimum per classroom hour or (2) if employed pursuant to the CBA, the CBA
11 states in clear and unambiguous terms that instructors are exempt. Class Members remained non-
12 exempt even under this new law from September 8, 2020 through to the present because LCAD paid
13 them during that period (and throughout the entire Class Period) on a piece rate basis and not a salary.
The CBA also does not provide that Class Members are exempt.

14 38. Because Class Members were non-exempt piece-rate workers throughout the Class
15 Period, they were entitled to certain protections under the Labor Code, which LCAD failed to afford
16 them.

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

19 39. During the Class Period, in addition to teaching courses, Defendant required and/or
20 expected, Class Members to perform, and Class Members did perform, numerous non-productive tasks
21 outside of classroom instructional hours. These tasks include, but are not limited to: (1) preparing and
22 submitting syllabi prior to the first day of classes and before the beginning of their contracts; (2)
23 meeting and conferring with students before and after classes, in addition to required office hours; (3)
24 being available to students throughout each week of the semester via email and responding to student
25 emails; (4) creating course materials, building lesson plans, and preparing lectures; (5) grading project
26 assignments; (6) attending faculty orientations and meetings; (7) attending commencement ceremonies,
27 (8) performing administrative tasks such as taking and reporting attendance for each class; and (9)
28 professional development and sexual harassment training ("Non-Teaching Tasks"). These tasks, with
the exception of taking attendance, by their very nature, could not be performed during the hours of
classroom instruction.

1 40. Because Class Members are non-exempt employees who are paid by the piece, pursuant
2 to Labor Code § 226.2 Defendant was required to pay them separately from the piece at least at the
3 minimum wage for all hours worked spent performing Non-Teaching Tasks. However, throughout the
4 Class Period, Defendant failed to pay any wages to Plaintiff and other Class Members for the time spent
5 on Non-Teaching Tasks. Nor did Defendant provide any means or mechanism for them to record their
6 time spent performing Non-Teaching Tasks, and had no practice and/or policy in place to compensate
7 them for such work.

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

17 42. Defendant was also required to permit and authorize Class Members to take off-duty rest
18 breaks for shifts of 3.5 hours or longer, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, §
19 12. However, Defendant maintained policies and/or practices that impeded Class Members' ability to
20 take off-duty rest periods. These policies and/or practices included, but were not limited to, expecting
21 and/or requiring Class Members to be available to students prior to class, during classroom breaks, and
22 after class. As a result, Defendant failed to authorize and permit compliant rest breaks in accordance
23 with Wage Order No. 4-2001, § 12(A) thereby triggering an obligation to make premium payments
24 under Labor Code § 226.7 and Wage Order No. 4-2001, § 12(B).

25 ***E. Defendant Compensation Practices Applicable to Class Members Violated California's Meal***
26 ***Break Laws***

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

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

6 45. Defendant did not maintain a lawful meal break policy applicable to Plaintiff and Class
7 Members. Plaintiff and Class Members routinely could not take off-duty meal breaks because
8 Defendant required and/or expected them to be available to students for questions during class breaks.
9 Although students were generally given time during such class periods for breaks and/or to have lunch,
10 Plaintiff and other Class Members were required and/or expected by Defendant to remain available to
11 students throughout these periods. Students routinely would approach Class Members to ask questions
12 about course material and could not be ignored—thus Plaintiff and other Class Members worked
13 through their lunch breaks. Plaintiff and other Class Members were further routinely approached by
14 students before and after class with questions about course material.

15 46. Thus, Defendant failed to provide Plaintiff and Class Members with off-duty meal breaks
16 when required, in violation of Labor Code § 512 and Wage Order No. 4, § 11, thereby triggering an
17 obligation to make premium pay pursuant to Labor Code § 226.7, which Defendant also did not pay.

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

20 47. As a consequence of Defendant's failure to pay wages owed for Non-Teaching Tasks and
21 premium pay for unpaid or missed rest and meal breaks, Class Members did not receive all
22 compensation due to them when they were discharged from employment at the end of each semester or
23 at the end of each contract. As a result, Class Members did not receive all wages due upon discharge of
24 employment from Defendant.

25 48. Further, Defendant followed its regular semi-monthly payroll schedule, and as a result
26 routinely did not pay Plaintiff and other Class Members all compensation due to them under the contract
27 when they were discharged from employment at the end of each semester or contract, but several days
28 after they were discharged and therefore late.

G. Defendant Failed to Issue Accurate Itemized Wage Statements

 49. During the Wage Statement Subclass Period, Defendant failed to issue accurate itemized
wage statements to Plaintiff and other Class Members. Because Class Members were non-exempt,
Defendant was required pursuant to Labor Code § 226(a)(2) and (a)(9), to furnish them with wage

1 statements containing entries for the total hours worked and all applicable hourly rates in effect during
2 the pay period.

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

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

13 52. Defendant's practice of furnishing Plaintiff and other Class Members incomplete and/or
14 inaccurate wage statements in violation of Labor Code § 226(a) and § 226.2(a) was not an isolated and
15 unintentional payroll error due to a clerical or inadvertent mistake, but rather was willful and intentional
16 and the result of Defendant's regular compensation policies and/or practices.

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

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

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

26 55. During the Class Period, Defendant failed to reimburse Plaintiff and other Class
27 Members for their necessarily incurred business expense pursuant to Labor Code § 2802.

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

1 57. During the Class Period, Defendant also failed to reimburse Plaintiff and other ER Class
2 Members for their necessarily incurred business expenses pursuant to Labor Code § 2802.

3 58. During the ER Class Period, Plaintiff and other ER Class Members were required to
4 work remotely from home, due to the COVID-19 crises, and were required to develop alternative
5 methods to deliver curriculum and manage operations. In November 2020, Defendant announced that it
6 would continue to operate all of its instruction virtually throughout the 2021-2021 academic year.

7 59. During the ER Class Period, Defendant required and expected Plaintiff and other ER
8 Class Members to be readily available by laptop computer, mobile phone, email, messaging application,
9 videoconferencing, instant message, and/or text messaging, and Defendant required and expected
10 instructors to deliver curriculum as closely as possible to as if they were at their regular campus
11 location.

12 60. As a result of working remotely, in direct consequence of carrying out their duties, or
13 their obedience to the directions of Defendant, Plaintiff and other ER Class Members incurred office
14 expenses, as described above, including but not limited to internet service, cellular phone service,
15 supplies, and subscriptions. Defendant knew or should have known that Plaintiff and other ER Class
16 Members incurred these office expenses. However, Defendant maintained policies and/or practices that
17 denied reimbursement for these expenses.

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

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

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

63. From at least four years prior to filing this complaint, through the present, Defendant has
adopted and used unfair business practices to reduce Class Members' compensation and ER Class

1 Members' compensation and increase profits. These unfair business practices include failing to pay
2 Class Members for Non-Teaching time, and for rest break and meal break time; failing to authorize and
3 permit timely off-duty rest periods and meal breaks and pay premium pay for missed rest breaks and
4 meal breaks, and failing to reimburse Class Members and ER Class Members for their necessarily
5 incurred business expenses.

6 CLASS ACTION ALLEGATIONS

6 64. Plaintiff brings this class action pursuant to Cal. Civ. Pro. Code § 382 on behalf of the
7 Class and the ER Class. Upon information and belief, there are more than 100 Class Members, and more
8 than 100 ER Class Members. The members of the Class and the ER Class are so numerous that joinder
9 of all members is impractical.

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

16 66. Plaintiff will fairly and adequately represent the interests of the Class and the ER Class.
17 Plaintiff has no conflict of interest with any member of the Class and the ER Class. Plaintiff has
18 retained competent and experienced counsel in complex class action litigation. Plaintiff's counsel has
19 the expertise and financial resources to adequately represent the interests of the Class and the ER Class.

20 67. Common questions of law and fact exist as to all members of the Class and the ER Class
21 and predominate over any questions solely affecting individual members of the Class or the ER Class.
22 Among the questions of law and fact common to the Plaintiff and the Class and the ER Class are the
23 following:

- 23 a. Whether LCAD's per unit pay system is a piece rate;
- 24 b. Whether Class Members are non-exempt employees, entitled to at least minimum wage
25 for all hours worked including time spent working outside of teaching the classroom, and
26 entitled to paid off-duty rest breaks under Labor Code §§ 1194, 226.2 and Wage Order
27 No. 4, §§ 4, 12;

- 1 c. Whether Class Members are entitled to separate and hourly pay for their time spent on
2 Non-Teaching tasks and on rest breaks under Labor Code §§ 226.2, 1194, and Wage
3 Order No. 4, §§ 4, 12;
- 4 d. Whether Defendant is liable for liquidated damages to Plaintiff and the Class under
5 Labor Code § 1194.2 for its failure to pay for their time spent on Non-Teaching Tasks
6 during the Class Period;
- 7 e. Whether Defendant maintained policies and/or practices that prevented or impeded Class
8 Members from taking off-duty rest periods during the Class Period in violation of Wage
9 Order No. 4, § 12.
- 10 f. Whether Defendant violated Labor Code § 226.7 and Wage Order No. 4-2001 § 12 by
11 failing to pay one hour of premium pay to each member of the Class for each day that a
12 compliant rest period was not provided;
- 13 g. Whether Class Members were entitled to meal breaks pursuant to Labor Code § 512 and
14 Wage Order No. 4, § 11.
- 15 h. Whether Defendant maintained a policy and/or practice of failing to provide Class
16 Members meal breaks for shifts of over 5 hours in violation of Labor Code § 512 and
17 Wage Order No. 4, § 11.
- 18 i. Whether Defendant maintained a policy and/or practice of failing to pay premium pay for
19 missed meal breaks in violation of Labor Code § 226,7 and Wage Order No. 4, § 11.
- 20 j. Whether Defendant violated Labor Code § 203 by failing to pay Class Members for all of
21 their wages due to them upon their discharge from employment, including the wages
22 owed to them for their time spent on rest periods and Non-Teaching Tasks, and premium
23 pay;
- 24 k. Whether Defendant violated Labor Code §§ 226(a) and 226.2(a) by failing to issue
25 itemized wage statements to Plaintiff and other Class Members;
- 26 l. Whether Defendant's violation of Labor Code § 226(a) and § 226.2 was knowing and
27 intentional;
- 28 m. Whether Plaintiff and other Class Members suffered injury for the purposes of Labor
Code § 226(e);
- n. Whether Plaintiff and Class Members incurred unreimbursed business expenses for their
teaching supplies and materials;

- 1 o. Whether Plaintiff and other ER Class Members incurred unreimbursed business expenses
2 as a result of being required to work remotely from home beginning on or about March
3 23, 2020;
- 4 p. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in
5 violation of UCL;
- 6 q. Whether Plaintiff and Class Members are entitled to restitution under Bus. & Prof. Code
7 § 17200 *et seq.* for uncompensated wages, unpaid premium pay, and unreimbursed
8 business expenses;
- 9 r. Whether Plaintiff and ER Class Members are entitled to restitution under Bus. & Prof.
10 Code § 17200 *et seq.* for unreimbursed business expenses;
- 11 s. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff
12 and the Class and the ER Class Members;
- 13 t. Whether the Class and/or the ER Class is entitled to declaratory relief; and
- 14 u. Whether the Class and/or the ER Class is entitled to injunctive relief.

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

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

23 76. Accordingly, pursuant to § 4 of the Wage Order and Labor Code §§ 226.2, 1194, and
24 1194.2, Plaintiff and the Class are entitled to recover, at a minimum, their unpaid hourly wages, plus
25 liquidated damages in an additional amount equal to the total amount of applicable minimum wages
26 unlawfully withheld during the Class Period for Class Members’ time spent on Non-Teaching Tasks.

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

SECOND CAUSE OF ACTION

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

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

1 79. 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 80. Wage Order No. 4-2001 § 12(A) provides:

4 “(A) Every employer shall authorize and permit all employees to take rest periods, which
5 insofar as practicable shall be in the middle of each work period. The authorized rest period
6 time shall be based on the total hours worked daily at the rate of ten minutes net rest time
7 per four hours or 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.”

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

11 82. As set forth above, during the Class Period, Plaintiff and other Class Members regularly
12 worked 3.5 consecutive hours or more in a workday.

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

16 84. Additionally, because Class Members were non-exempt, Defendant was required to
17 authorize and permit them to take off-duty rest breaks yet failed to do so because Defendant required
18 and/or expected all Class Members to remain available to students for questions before, during and after
19 class. As a result, Defendant was required, but failed to pay premium pay pursuant to Labor Code §
20 226.7 and Wage Order No. 4-2001, § 12.

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

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

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

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

1 more than 10 hours per day without providing the employee with a second meal period of not less than
2 30 minutes”

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

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

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

15 91. Plaintiff, on behalf of herself and all other Class Members, requests relief as described
16 below.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Compensation Due Upon Discharge** 19 **[Cal. Labor Code §§ 201-203]**

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

22 93. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to
23 Class Members promptly after their discharge from employment. Labor Code § 203 provides that if an
24 employer willfully fails to pay compensation promptly upon discharge or resignation, as required by
25 §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to 30
26 work days.

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

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

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

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

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

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

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

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

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

102. Defendant's failure to furnish accurate itemized wage statements to Plaintiff and other Class Members was knowing and intentional.

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

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

5 105. Plaintiff, on behalf of herself and all other Subclass Members, requests relief as
6 described below.

7 **SIXTH CAUSE OF ACTION**
8 **Failure to Reimburse for Business Expenses**
9 **[Labor Code § 2802]**

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

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

15 108. As described above, during the Class Period, in order to carry out their teaching duties
16 for Defendant, Plaintiff and Class Members were required and/or expected to purchase supplies and
17 materials, including books, art supplies, and graphic editing software or software subscriptions.

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

20 110. Further, as described above, on or about March 23, 2020, Defendant instituted a policy
21 and/or practice of requiring all of its non-essential employees (which included Plaintiff and other ER
22 Class Members) to work remotely, away from Defendant’s premises. While working remotely,
23 Defendant required and expected and continues to require and expect ER Class Members to be in
24 communication through such means that included, but was not limited to email, mobile phone,
25 videoconferencing, and text messaging, and to prepare and deliver curriculum as closely as possible to
26 as if they were at their regular campus location.

27 111. As a result of Defendant’s remote work policies and/or practices, Plaintiff and other ER
28 Class Members, in order to discharge their job duties for Defendant and/or their obedience to the
directions of the employer, Plaintiff and other ER Class Members incurred expenses that included but
were not limited to internet, mobile phone, supplies, and subscriptions expenses.

 112. However, Defendant maintained a policy and/or practice of denying Plaintiff and other
ER Class Members full reimbursement, or any reimbursement, for these office expenses.

1 113. Defendant's failure to pay for or reimburse the work-related business expenses of
2 Plaintiff, Class Members and other ER Class Members violated non-waivable rights secured to them by
3 Labor Code § 2802. Plaintiff, Class Members and other ER Class Members are entitled to
4 reimbursement for these necessary expenditures, plus interest and reasonable attorneys' fees and costs,
5 under Labor Code § 2802.

6 114. Plaintiff, on behalf of herself and all other Class Members and ER Class Members,
7 requests relief as described below.

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

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

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

19 117. Beginning at least four years prior to the filing of this Complaint, Defendant committed,
20 and continues to commit, acts of unfair competition, as defined in the UCL by wrongfully denying Class
21 Members payment for Non-Teaching Time (separately and hourly from the per unit piece rate or at all),
22 denying them separate and hourly pay for rest break time, failing to provide off-duty rest and meal
23 breaks, failing to pay missed break premium pay, and failing to reimburse necessarily incurred business
24 expenses, in violation of Labor Code §§ 226.2, 1194, 226.7, 512, and 2802 and Wage Order No. 4 §§ 4,
25 11, 12.

26 118. By its actions and omissions, Defendant has substantially injured Plaintiff and the other
27 Class Members and ER Class Members. Defendant's conduct as herein alleged has damaged Plaintiff
28 and the other Class Members and ER Class Members and was substantially injurious to them.

 119. The harm to Plaintiff and the Class and ER 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.

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

EIGHTH CAUSE OF ACTION

Civil Penalties

[Labor Code §§ 2698 *et seq.*]

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

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

Violation of Labor Code § 226.2 and 1194

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

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

Violation of IWC Wage Order No. 4-2001 § 12 and Labor Code §§ 226.2 and 226.7

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

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

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

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

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

1 ***Violation of Labor Code §§ 226(a)(1), (a)(2), (a)(3), (a)(5), (a)(9) and 226.2(a)***

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

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

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

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

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

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

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

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

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

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

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

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

11 138. During the PAGA Period, or up to the time employees are permitted to return to work at
12 LCAD campus or no longer required by LCAD to work from home, Aggrieved Employees were required
13 to work remotely from home, and those Aggrieved Employees who were employed as instructors were
14 required to develop alternative methods to deliver curriculum and manage operations. Defendant failed
15 to reimburse Aggrieved Employees for their business expenses, including but not limited to the cost of
16 internet and home or mobile telephone expenses, and other expenses associated with working from home,
17 in order to carry out their job duties for Defendant. However, Defendant did not reimburse them for these
expenses fully or at all in violation of § 2802 of the California Labor Code.

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

20 **Attorneys' Fees and Costs**

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

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff, on behalf of herself, the Classes, Adjunct Aggrieved Employees,
25 and Aggrieved Employees prays for the following relief:

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

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

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

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

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

19 F. On the Fifth Cause of Action: That the Court find and declare that Defendant has
20 violated §§ 226(a), (e) and 226.2(a) of the California Labor Code; award Plaintiff and other Wage
21 Statement Subclass Members statutory penalties under Labor Code § 226(e); and enjoin Defendant
22 under Labor Code § 226(h) from continuing to issue unlawful wage statements.

23 G. On the Sixth Cause of Action: That the Court find and declare that Defendant violated
24 Labor Code § 2802 by failing to reimburse Plaintiff, Class Members and other ER Class Members for
25 their business expenses incurred in carrying out their work for Defendant during the Class Period and
26 ER Class Period, respectively, and award Plaintiff, Class Members and other ER Class Members their
27 unreimbursed business expenses, that they are owed, pursuant to Labor Code § 2802, in the amount to
28 be proved at trial;

H. On the Seventh Cause of Action: That the Court find and declare Defendant has violated
the UCL by failing to pay Class Members for their Non-Teaching Tasks; failing to pay Class Members
for their rest breaks separately and apart from the per unit piece rate; failing to authorize and permit
compliant rest breaks; failing to provide off-duty meal periods; failing to pay premium pay for missed

1 rest and meal breaks; and failing to reimburse Class Members and ER Class Members for business
2 expenses and award restitution to the Class and ER Class in the amount of unpaid wages and
3 unreimbursed expenses; and that the Court enjoin Defendant from continuing to enforce policies and
4 practices that violate Labor Code §§ 226.2, 226.7, 1194, 512 and 2802.

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

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

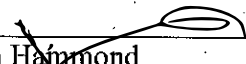
9 K. All other relief as this Court deems proper.

10 **JURY DEMAND**

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

12 Dated: June 28, 2021

Respectfully submitted,

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16 By: 
HAMMONDLAW, P.C.

17 *Attorneys for Plaintiff and the Putative Classes*
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