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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**
12

13 **MONICA JACKSON**, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 **UNIVERSITY OF REDLANDS**, a California
Non-Profit Corporation,

18 Defendant.
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21
22
23

Case No. CIVSB2133143

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

- (1) Failure to Pay for All Hours Worked (Cal. Labor Code §§ 223, 1194, 1194.2 and Wage Order No. 4-2001, § 4;
- (2) Failure to Issue Wage Statements (Cal. Labor Code § 226(a), (e));
- (3) Failure to Reimburse Expenses (Cal. Lab. Code § 2802);
- (4) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); and
- (5) Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699).

DEMAND FOR JURY TRIAL

1 Plaintiff Monica Jackson (“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, statutory penalties for the failure to issue wage statements, interest, injunctive relief,
6 restitution, and reasonable attorneys’ fees and costs under California Labor Code (“Labor Code”) §§ 223,
7 1194, 1194.2, 226(a), (e), Wage Order No. 4-2001, § 4, California Civil Procedure Code § 1021.5, and
8 California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.* on behalf
9 of Plaintiff and all other similarly situated individuals employed by the University of Redlands
10 (“Redlands” or “Defendant”) in California as adjunct instructors (“Class Members”) from January 21,
2021¹ through to the trial date (“Class Period”).

11 2. During the Class Period, Defendant required Class Members to complete various trainings
12 for which Defendant did not compensate them at all or a flat stipend amount that was less than pay at their
13 regular hourly rate for each hour worked, and/or even less than minimum wage for each hour worked, in
violation of Labor Code §§ 223, 1194 and Wage Order No. 4, § 4.

14 3. Defendant also failed to issue to Class Members any wage statements for hours spent to
15 complete the trainings, in violation of Labor Code §§ 226(a), (e).

16 4. Plaintiff also seeks damages for unreimbursed expenses on behalf of herself and all other
17 individuals (including Class Members) employed by Defendant who worked remotely (“Expense
18 Reimbursement Class Members”) from March 23, 2020 through to the trial date (“Expense
Reimbursement Class Period”).

19 5. During the Expense Reimbursement Class Period, Redlands required and/or expected
20 Expense Reimbursement Class Members to carry out their job duties remotely from home. On March 11,
21 2020, in response to the Covid-19 pandemic and the government Stay-at-Home Orders, Redlands stated
22 on its website that “[s]tarting Monday, March 23, we expect most of our courses to transition to ‘online’
23 (or ‘technology-enhanced hybrid virtual instruction’)...” In a series of announcements that followed in
24 early to mid-March, Redlands directed all employees, except those deemed to have essential duties on the
25 Redlands campus, to work from home until further notice. This work-at-home directive continued through

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27 ¹ This is a follow up case to *Moreira v. University of Redlands*, Case No. CIVDS1913813 (San Bernardino
28 Superior Court, May 6, 2019), which settled and was preliminarily approved on January 20, 2021. The
release periods in that case ran through January 20, 2021.

1 2020 and for much of 2021 for many of the Expense Reimbursement Class Period. Expense
2 Reimbursement Class Members incurred business expenses as a result of Redlands' requirement that they
3 carry out their job duties remotely from home, including but not limited to the cost of internet service,
4 cellular phone charges, software, ink toner/ cartridge and papers, and other expenses associated with
5 working from home ("Home Office Expenses").

6 6. In addition, throughout the entire Class Period, Redlands offered online courses to
7 students, which are taught remotely by those Expense Reimbursement Class Members who are employed
8 as professors or adjunct instructors. To teach these courses, Expense Reimbursement Class Members
9 employed as professors or adjunct instructors incurred Home Office Expenses in order to carry out their
10 job duties for Redlands.

11 7. Defendant knew that Expense Reimbursement Class Members incurred Home Office
12 Expenses, as described above, yet, upon information and belief, did not maintain a policy or practice of
13 reimbursing Expense Reimbursement Class Period for these necessarily incurred expenses, at any point
14 during the Expense Reimbursement Class Period, in violation of Labor Code § 2802.

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

17 9. Plaintiff also brings this action as a representative action under the California Labor Code's
18 Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, for (a) civil penalties on
19 behalf of herself and other adjunct instructors ("Aggrieved Employees") employed by Defendant in
20 California between January 21, 2021 and the present ("PAGA Period") for Defendant's violations of
21 Labor Code §§ 223, 1194, 204 and 226(a); and (b) civil penalties on behalf of herself and all other
22 individuals employed by Defendant in California ("Expense Reimbursement Aggrieved Employees")
23 between August 4, 2020 and the present ("Expense Reimbursement PAGA Period") for Defendant's
24 violation of Labor Code § 2802.

25 **PARTIES**

26 10. Plaintiff Jackson is a resident of Riverside, California who was employed by Redlands as
27 an adjunct instructor to teach course from time to time from approximately March 2018 through to the
28 present. During her employment, Plaintiff was subject to Defendant's unlawful policies and practices that
denied her pay for all hour worked and expense reimbursement, and resulted in her not receiving wage
statements during all pay periods during which work was performed.

11. Defendant is a private non-profit university, incorporated in California and located in
Redlands, California.

1 **JURISDICTION**

2 12. This Court has jurisdiction over Plaintiff's and Class Members' claims for failure to pay
3 for all hours worked pursuant to Labor Code §§ 223, 1194, 1194.2 and Wage Order No. 4-2001, § 4.

4 13. This Court has jurisdiction over Plaintiff's and Class Members' claims for failure to issue
5 wage statements during all pay periods during which work was performed pursuant to Labor Code §
6 226(a).

7 14. This Court has jurisdiction over Plaintiff's and Expense Reimbursement Class Members'
8 claims for failure to reimburse for necessarily incurred business expenses pursuant to Labor Code § 2802.

9 15. This Court has jurisdiction over the claims for restitution under the UCL, Bus. & Prof.
10 Code §§ 17203 and 17204 arising from Defendant's violations of Labor Code §§ 223, 1194, and 2802.

11 16. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code
12 § 2699. On November 30, 2021, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the
13 California Labor & Workforce Development Agency ("LWDA") and Defendant. The LWDA has
14 provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention
15 to investigate or not investigate any other claims alleged in the PAGA Notice. Plaintiff has therefore fully
16 complied with the PAGA procedural requirements and may commence this representative action pursuant
17 to Labor Code § 2699.

18 17. This Court has jurisdiction over claims for reasonable attorney's fees and costs pursuant
19 to Labor Code §§ 1194, 218.5, 226(e), 2802(c), 2699(g)(1), and Cal. Civ. Proc. Code § 1021.5.

20 **VENUE**

21 18. Venue is proper in the County of San Bernardino pursuant to Cal. Civ. Proc. Code
22 §§ 395(a) and 395.5. Defendant's principal place of business is in San Bernardino.

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

24 19. Defendant is a private, non-profit, university headquartered in Redlands, California.
25 Redlands' main campus is located in Redlands, California and it operates eight additional locations in
26 Burbank, Temecula, Rancho Cucamonga, Riverside, San Diego, South Coast Metro, Marin, and
27 Pasadena. Redlands offers both undergraduate and graduate degrees, and continuing education courses.
28 Continuing education courses and several online master degree programs are offered online.

20. In order to operate its campuses and teach these programs, Defendant employs staff and
full-time and part-time faculty. Upon information and belief, Redlands employs approximately 300
faculty members, 200 of whom are full time and approximately 100 of whom are part-time, and more than
50 staff members.

1 21. During the Class Period, Defendant employed Class Members on an at-will basis and either
2 each term or from time to time offered Class Members teaching assignments.

3 22. During the Class Period, Defendant compensated Class Members for the work performed
4 as part of their teaching assignments on an hourly basis.

5 23. In addition to their teaching assignments, Defendant also required and/or expected Class
6 Members, as a matter of policy and/or practice, to complete various trainings.

7 24. The trainings were often completed in between Class Members' teaching assignments.

8 25. Defendant did not require Class Members to track their hours worked to complete these
9 trainings and did not compensate Class Members on an hourly basis for this work. Defendant either did
10 not pay anything for these trainings, or paid Class Members a flat stipend, which was less than Class
11 Members' hourly rate for each hour worked and/or less than minimum wage for each hour worked. As a
12 result, Class Members were not paid for all hours worked.

13 26. Additionally, some of the trainings took place between Class Members' teaching
14 assignments and as a result Defendant failed to issue wage statements during some or all of the pay periods
15 during which the trainings were completed by the Class Members.

16 27. Defendant knew that it required and/or expected Class Members to complete trainings and
17 that it did not issue wage statements to the Class Members during some or all of the pay periods during
18 which they worked to complete the trainings. As a result, Defendant's failure to issue wage statements
19 was knowing and intentional.

20 28. Defendant's practice of failing to issue wage statements during these pay periods was not
21 an isolated and unintentional payroll error due to a clerical or inadvertent mistake, but rather the result of
22 Defendant's regular compensation policies.

23 29. Plaintiff and Class Members suffered injury because Defendant failed to provide them with
24 wage statements during pay periods in which they performed work in order to complete trainings.

25 **FACTUAL ALLEGATIONS COMMON TO EXPENSE REIMBURSEMENT CLASS**

26 **MEMBERS**

27 30. During the Class Period, Defendant maintained a policy and/or practice of requiring
28 Expense Reimbursement Class Members who were employed as adjuncts or instructors to teach classes
remotely from home as a result of the COVID-19 pandemic. As stated above, on March 11, 2020, in
response to the Covid-19 pandemic and the government Stay-at-Home Orders, Redlands stated on its
website that "[s]tarting Monday, March 23, we expect most of our courses to transition to 'online' (or
'technology-enhanced hybrid virtual instruction')..."

1 31. In a series of announcements that followed in early to mid-March, Redlands directed all
2 employees, except those deemed to have essential duties on the Redlands campus, to work from home
3 until further notice. On March 16, 2020, Redlands extended online instruction for May Term classes and
4 directed “all employees in Southern California campuses, except those deemed to have essential duties
5 on the Redlands campus, to work from home” between March 23 and April 3, and for all Marin campus
6 employees to work from home beginning April 3.

7 32. On March 25, 2020 Redlands announced that in response to California’s stay-at-home
8 order it would extent its “work-from-home policy” beyond the April 3 deadline until the order is lifted.

9 33. On July 29, 2020, Redlands announced that remote work and learning would continue
10 during the start of the fall 2020 semester, and on September 14, 2020 announced that fall 2020 in its
11 entirety would proceed remotely. Redlands’ directive to its staff and faculty to work remotely from home
12 continued for much of 2021, with only approximately 50% of employees working on campus during the
13 summer 2021

14 34. The directive to work remotely from home continued for most staff and faculty throughout
15 2020 and for much of 2021.

16 35. As a result of working remotely, in direct consequence of carrying out their duties, or their
17 obedience to the directs of Defendant, Expense Reimbursement Class Members incurred Home Office
18 Expenses.

19 36. Despite Defendant’s transition to all online courses and remote work by all employees
20 other than select essential employees, however, and despite knowing that Expense Reimbursement Class
21 Members incurred Home Office Expenses, Defendant did not maintain a policy and/or practice of fully
22 reimbursing Expense Reimbursement Class Members for these expenses fully or at all.

23 37. In addition, Redlands offered online courses throughout the entire Class Period and
24 employed faculty to deliver those courses online. As a result, Expense Reimbursement Class Members
25 who were employed as professors or adjunct instructors and who taught these online courses incurred
26 Home Office Expenses throughout the entire Class Period.

27 38. Expense Reimbursement Class Members have been harmed by Defendant’s unlawful
28 reimbursement policy and/or lack of a lawful reimbursement policy in that they have not been paid fully
or at all for their expenses in carrying out their job duties for Defendant, thereby diminishing their agreed-
upon compensation, in substantial amounts to be proved at trial.

 39. As a result, Defendant violated Labor Code § 2802, and Expense Reimbursement Class
Members are entitled to reimbursement for these expenses, and their reasonable attorneys’ fees and costs.

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3 **CLASS ACTION ALLEGATIONS**

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

7 41. Plaintiff's claims are typical of the claims of the members of each Class because she was
8 required and/or directed by Redlands to complete trainings which were unpaid or resulted in pay below
9 Plaintiffs' regular hourly rate and/or minimum wage, because she did not receive wage statements during
10 some of the pay periods during which she performed work. Plaintiff's claims are also typical of the claims
11 of the members of the Expense Reimbursement Class because Defendant directed her to work remotely
during the Class Period and she incurred Home Office Expenses as a result, without reimbursement.

12 42. Plaintiff will fairly and adequately represent the interests of the Class and the interests of
13 the Expense Reimbursement Class. Plaintiff has no conflict of interest with any member of the Class or
14 of the Expense Reimbursement Class. Plaintiff has retained competent and experienced counsel in
15 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to adequately
16 represent the interests of the Class and of the Expense Reimbursement Class.

17 43. Common questions of law and fact exist as to all members of the Class and of the Expense
18 Reimbursement Class and predominate over any questions solely affecting individual member of the
Classes. Among the questions of law and fact common to the Plaintiff and the Classes are the following:

- 19 a. Whether Defendant required and/or expected Class Members to complete trainings;
20 b. Whether Defendant required Class Members to track their hours worked to complete
21 trainings;
22 c. Whether Defendant compensated Class Members for trainings at their regular hourly rate
23 or at minimum wage for all hours worked to complete the trainings;
24 d. Whether Defendant issued wage statements during each pay period during which Class
Members worked to complete trainings;
25 e. Whether Defendant's failure to issue wage statements during all pay periods was knowing
26 and intentional;
27 f. Whether Class Members were injured as a result of Defendant's failure to issue wage
28 statements;

- 1 g. Whether Expense Reimbursement Class Members incurred necessary business expenses
2 in carrying out their job duties for Defendant during the Class Period;
3 h. Whether Defendant knew or should have known that Expense Reimbursement Class
4 Members incurred business expenses in carrying out their job duties;
5 i. Whether Defendant violated Labor Code § 2802 by failing to reimburse Expense
6 Reimbursement Class Members for necessary business expenses;
7 j. Whether violation of Labor Code § 2802 constitutes unfair, unlawful, and fraudulent
8 business practices, in violation of UCL;
9 k. Whether Plaintiff and Expense Reimbursement Class Members are entitled to restitution
10 under Bus. & Prof. Code § 17200 *et seq.* for unreimbursed business expenses; and
11 l. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff,
12 Class Members and Expense Reimbursement Class Members;
13 m. Whether the Classes are entitled to declaratory relief; and
14 n. Whether the Classes are entitled to injunctive relief.

15 44. 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 Expense Reimbursement Class Members are readily identifiable from
22 Defendant's employee rosters and/or payroll records.

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

27 46. 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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FIRST CAUSE OF ACTION
Failure to Pay for All Hours Worked
[Cal. Labor Code §§ 223, 1194, 1194.2 and Wage Order No. 4, § 4]

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

48. California Labor Code § 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

49. California Labor Code § 1194 and section 4 of Wage Order No. 4 require an employer to pay its non-exempt employees at least the legal minimum wage for all hours worked.

50. As set forth above, Defendant employed Class Members on an at-will basis at a set hourly rate, which was above minimum wage.

51. During the Class Period, in addition to teach assignments, Defendant required and/or expected Class Members, as a matter of policy and/or practice, to complete various trainings.

52. However, Defendant did not compensate Class Members anything for some of the trainings and did not compensate Class Members at their regular hourly rate for each hour it took Class Members to complete trainings.

53. Defendant also did not compensate Class Members at least minimum wage for each hour it took Class Members to complete trainings.

54. Accordingly, pursuant to Labor Code §§ 223, 1194 and Wage Order No. 4, § 4, Plaintiff and Class Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated damages in an additional amount equal to the total amount of applicable wages unlawfully withheld during the Class Period, as well as reasonable attorneys’ fees and costs pursuant to Labor Code §§ 218.5, 1194.2.

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

SECOND CAUSE OF ACTION
Failure to Issue Wage Statements
[Cal. Labor Code § 226(a), (e)]

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

1 57. Labor Code § 226 requires an employer “semimonthly or at the time of each payment of
2 wages” to furnish employees with accurate itemized wage statements showing, inter alia, gross wages
3 earned, total hours worked and applicable hourly rates during each pay period, and net wage earned.

4 58. As stated above, Defendant failed to issue wage statements to Class Members during the
5 pay periods in which they were required and/or expected to complete, and did complete, trainings.

6 59. Defendant knew that it required and/or expected Class Members to complete various
7 trainings and knew that it did not issue wage statements during the pay periods in which Class Members
8 completed those trainings. Defendant’s failure to issue wage statements was not an isolated and
9 unintentional payroll error due to a clerical or inadvertent mistake. As a result, Defendant’s failure to issue
10 wage statements was knowing and intentional and violated Labor Code § 226(a).

11 60. Plaintiff and Class Members suffered injury because Defendant provided now wage
12 statements to them during the pay periods in which they performed work to complete trainings.

13 61. As a result, Plaintiff and Class Members are entitled to statutory penalties pursuant to
14 Labor Code § 226(e), and reasonable attorneys’ fees and costs.

15 62. Plaintiff, on behalf of herself and the Class Members, requests relief as described below.

THIRD CAUSE OF ACTION
Failure to Reimburse Expenses
[Cal. Labor Code § 2802]

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

18 64. Under Labor Code § 2802, “[a]n employer shall indemnify his or her employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
20 or her duties.”

21 65. Defendant did not reimburse Plaintiff and Expense Reimbursement Class Members for
22 necessary business expenses, including but not limited to cost of internet service, cellular phone charges,
23 software, ink toner/ cartridge and papers, and other expenses associated with working from home, in
violation of Labor Code § 2802.

24 66. Defendant knew that Expense Reimbursement Class Members incurred these expenses to
25 perform their duties, yet Defendant did not maintain a policy or practice of reimbursing Expense
26 Reimbursement Class Members for these expenses, throughout the Class Period.

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

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

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

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

70. Throughout the Class Period, Defendant committed, and continues to commit, acts of unfair competition, as defined in the UCL by, among other things, engaging in the acts and practices described above—to wit, wrongfully denying Class Members pay for all hours worked, at their regular hourly rate or at least at the minimum wage, and wrongfully denying Expense Reimbursement Class Members reimbursement for their necessarily incurred office expense described above. Defendant's conduct as herein alleged has damaged and was substantially injurious to Plaintiff, the Class, and the Expense Reimbursement Class.

71. By its actions and omissions, Defendant has substantially injured Plaintiff, Class Members, and Expense Reimbursement Class Members. Defendant's conduct as alleged herein has damaged Plaintiff, the Class, and the Expense Reimbursement Class was substantially injurious to them.

72. The harm to Plaintiff, the Class, and the Expense Reimbursement Class resulting from Defendant's violation of Labor Code § 2802 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.

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

FIFTH CAUSE OF ACTION
Civil Penalties
[Labor Code § 2699]

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

1 75. Plaintiff seeks PAGA penalties on behalf of herself, Aggrieved Employees, and Expense
2 Reimbursement Aggrieved Employees, for the following violations:

3 ***Violation of Labor Code §§ 223 and 1194***

4 76. During the PAGA Period, Defendant required and/or expected Aggrieved Employees to
5 complete various trainings without any pay or without sufficient pay that compensated Aggrieved
6 Employees for each hour worked at their regular hourly rate and/or even at minimum wage, in violation
7 of Labor Code §§ 223, 1194.

8 77. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
9 one hundred dollars (\$100) per pay period for each initial violation of Labor Code §§ 223 and 1194, and
10 two hundred dollars (\$200) per pay period for each subsequent violation.

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

12 78. During the PAGA Period, Defendant failed to issue any wage statements to Aggrieved
13 Employees for work they completed when an Aggrieved Employee was not under a contract to teach in,
14 violation of Labor Code §§ 204, 226(a).

15 79. Pursuant to Labor Code § 226.3, Plaintiff and Aggrieved Employees are entitled to \$250
16 for each initial violation of Labor Code §§ 204, 226(a) and \$1,000 for each subsequent pay period with
17 a violation.

18 80. Alternatively, under Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are
19 entitled to a PAGA penalty equal to one hundred dollars (\$100) per pay period per Aggrieved Employee
20 for each initial violation of Labor Code § 226(a) and two hundred dollars (\$200) per pay period for each
21 subsequent violation.

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

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

 82. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Expense Reimbursement Aggrieved
Employees are entitled to one hundred dollars (\$100) per pay period for each initial violation of Labor
Code § 2802 and two hundred dollars (\$200) per pay period for each subsequent violation.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of herself, the Class, and the Expense Reimbursement
3 Class, prays for the following relief:

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

8 B. On the First Cause of Action: That the Court find and declare that Defendant violated
9 Labor Code §§ 223, 1194 and Wage Order No. 4, § 4 by failing to pay Class Members for all hours worked
10 at their regular hourly rate or at least at minimum wage, and award Plaintiff and Class Members damages
11 in the amount of unpaid wages and liquidated damages in an additional amount equal to the total amount
12 of applicable wages unlawfully withheld during the Class Period.

13 C. On the Second Cause of Action: That the Court find and declare that Defendant violated
14 Labor Code § 226(a), (e) by failing to issue wage statements to Plaintiff and Class Members during all
15 pay periods during which worked was performed, and award Plaintiff and Class Members statutory
16 penalties pursuant to Labor Code § 226(e).

17 D. On the Third Cause of Action: That the Court find and declare that Defendant violated
18 Labor Code § 2802 by failing to reimburse Plaintiff and Expense Reimbursement Class Members for
19 necessary business expenses, and award Plaintiff and the Expense Reimbursement Class reimbursement
20 of such expenses.

21 E. On the Fourth Cause of Action: That the Court find and declare that Defendant has violated
22 the UCL by failing to pay Class Members for all hours worked at their regular hourly rate or at least at
23 minimum wage, and by failing to reimburse Expense Reimbursement Class Members for their necessarily
24 incurred business expenses resulting from carrying out their job duties remotely from home; award
25 restitution to the Class in the amount of their unpaid wages, and award restitution to the Expense
26 Reimbursement Class in the amount of unreimbursed expenses; and that the Court enjoin Defendant from
27 continuing to enforce policies and practices that violate Labor Code §§ 1194, 2802 and Wage Order No.
28 4, § 4.

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

1 G. That the Court award attorneys' fees and costs of suit to the extent permitted by law,
2 including, but not limited to, Labor Code § 1194, 218.5, 226(e), 2802(c), 2699, and Cal. Civ. Pro. Code
3 § 1021.5.

4 H. Declaratory and injunctive relief; and

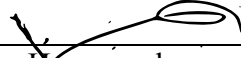
5 I. All other relief as this Court deems proper

JURY DEMAND

6 Plaintiff hereby demands trial by jury of her claims against Defendant alleged herein.

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8 Dated: February 4, 2022

Respectfully submitted,

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11 
12 By: Julian Hammond
HAMMONDLAW, P.C.

13 *Attorneys for Plaintiff*
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