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 Superior Court of California
 County of Los Angeles
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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VIKRAM PETERS, individually and on behalf
 of all others similarly situated,

Plaintiff,

vs.

LIFE PACIFIC UNIVERSITY, a California
 Non-Profit Corporation,

Defendant.

CASE NO. 22STCV06988

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

- (1) Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001, § 4);
- (2) Failure to Authorize and Permit Paid Rest Breaks and Pay Premium Pay (Cal. Labor Code §§ 226.2, 226.7; IWC Wage Order No. 4-2001, §§ 4, 12);
- (3) Failure to Pay all Wages upon Discharge (Cal. Labor Code §§ 201-203);
- (4) Failure to Reimburse for Necessarily Incurred Business Expenses (Cal. Labor Code § 2802);
- (5) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); and
- (6) Civil Penalties under Private Attorneys General Act (Cal. Labor Code §§ 2698 *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff Vikram Peters (“Plaintiff”), on behalf of himself and all others similarly situated,
2 complains and alleges the following:

3 **INTRODUCTION**

4 1. This is a class action under California Code of Civil Procedure § 382 seeking damages for
5 unpaid wages, unpaid premium pay, unreimbursed business expenses, statutory penalties, interest, and
6 other equitable and injunctive relief, and reasonable attorneys’ fees and costs under California Labor Code
7 (“Labor Code”) §§ 226.2, 1194, 1194.2, 226.7, 201-203, 2802, and IWC Wage Order (“Wage Order”)
8 No. 4-2001 §§ 4, 12, and restitution under California’s Unfair Competition Law (“UCL”), Business &
9 Professions Code §§ 17200 *et seq.*

10 2. Plaintiff brings this action on behalf of himself and all other similarly situated individuals
11 currently and formerly employed in California by Life Pacific University (“LPU” or “Defendant”) as
12 adjunct instructors or in a similar capacity (“Adjunct Class Members” or “Class Members”) from four
13 years prior to the filing of this Complaint through to January 1, 2020 (“Class Period”).

14 3. During the Class Period, Plaintiff and Class Members were non-exempt employees
15 because they did not earn the monthly equivalent of at least two times the state minimum wage for full-
16 time employment as required by Labor Code § 515(a) and Wage Order No. 4-2001 § 1, and were paid on
17 a piece-rate basis or “Course Rate” – a set amount for each course taught during an academic semester.
18 However, Defendant failed to pay Class Members at least minimum wage for work performed prior to the
19 start of classes each academic term in violation of Labor Code §§ 226.2 and 1194, and Wage Order No.
20 4-2001, § 4. In addition, upon information and belief, Defendant failed to pay Class Members for non-
21 productive work performed during each academic term, including attending faculty brunches and faculty
22 meetings or workshops. As such, Class Members performed uncompensated work.

23 4. During the Class Period, Defendant also failed to pay Class Members for their rest breaks
24 separately and apart from the Course Rate and failed to pay premium pay, in violation of Labor Code §§
25 226.2, 226.7 and Wage Order No. 4-2001 § 12.

26 5. Even if not piece rate workers, as non-exempt employees, Class Members were entitled to
27 be permitted and authorized to take off-duty rest breaks under Labor Code § 226.7 and Wage Order No.
28 4-2001 § 12. However, during the Class Period, Defendant failed to authorize and permit Class Members
to take off-duty rest breaks as required under Wage Order No. 4-2001 § 12, and failed to pay premium
pay for missed rest breaks in violation of Labor Code § 226.7 and Wage Order No. 4-2001 § 12.

6. From three years prior to the filing of this complaint through to January 1, 2020 (“Waiting
Time Penalties Class Period”), Class Members were employed on a contract-by-contract basis and were

1 discharged at the end of each contract. As a result of failing to pay wages for non-productive time and/or
2 all hours worked, and failing to pay for rest break time, as well as failure to pay premium pay for missed
3 breaks, Defendant failed to pay Class Members all wages due upon separation from employment in
4 violation of Labor Code §§ 201-203.

5 7. Plaintiff also brings this action for unreimbursed expenses on behalf of himself and all
6 other adjunct instructors currently and formerly employed in California by Defendant who taught classes
7 online (“Online Adjunct Unreimbursed Expenses Class Members”) from four years prior to the filing of
8 this Complaint through to trial (“Online Adjunct Unreimbursed Expenses Class Period”). During this
9 Period, Plaintiff and Online Adjunct Unreimbursed Expenses Class Members taught courses online and
10 incurred business expenses in direct consequence of the discharge of their duties, including home internet,
11 home or cellular phone expenses, ink toner/cartridges and paper and other expenses associated with
12 working from home, for which Defendant did not reimburse them, in violation of Labor Code § 2802.

13 8. In addition, Plaintiff brings this action for unreimbursed expenses on behalf of himself and
14 all other similarly situated individuals currently and formerly employed in California by Defendant
15 (“Reimbursement Class Members”) from March 16, 2020 through to June 30, 2021 (“Reimbursement
16 Class Period”). During the Reimbursement Class Period, Plaintiff and Reimbursement Class Members
17 incurred business expenses in direct consequence of the discharge of their duties, including but not limited
18 to home internet, home or cellular phone expenses, ink toner/cartridges and paper and other expenses
19 associated with working from home, for which Defendant did not reimburse them, in violation of Labor
20 Code § 2802.

21 9. Defendant’s violations of California’s wage and hour laws, as described more fully below,
22 have been ongoing for at least the past four years, and are continuing at present.

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

25 11. Plaintiff also brings this action as a representative action under the California Labor Code’s
26 Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.*, for civil penalties on behalf
27 of himself and all individuals employed by LPU in California from March 16, 2020 through to June 30,
28 2021 (“Aggrieved Reimbursement Employees”) for Defendant’s violation of Labor Code § 2802 from
March 16, 2020 through to trial (“Reimbursement PAGA Settlement Period”); on behalf of himself and
part-time / adjunct faculty members employed by LPU in California from February 24, 2018 through to
December 31, 2019 (“Aggrieved Adjunct Employees”) for Defendant’s violation of Labor Code § 226.2,

1 226.7 1194, 1194.2, 1198, 201, 202, 203, and 2802 from February 24, 2018 to trial (“Adjunct PAGA
2 Settlement Period”).

3 **PARTIES**

4 12. Plaintiff is a resident of Santa Fe Springs who was employed by Defendant as an adjunct
5 instructor through several separate and distinct contracts from 2015 to 2021. During his employment,
6 Plaintiff was subject to Defendant’s unlawful conduct described herein.

7 13. Defendant is a non-profit postsecondary education institution located in San Dimas,
8 California.

9 **JURISDICTION**

10 14. This Court has jurisdiction over Plaintiff and Adjunct Class Members’ claims for failure
11 to pay wages separately and apart from the piece and/or failure to pay wages for all hours worked prior to
12 the first day of classes each academic term and outside of their employment contracts under Labor Code
13 §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4.

14 15. This Court has jurisdiction over Plaintiff and Adjunct Class Members’ claims for failure
15 to pay Adjunct Class Members for their rest breaks separately and apart from the piece, failure to authorize
16 and permit them to take off-duty rest breaks, and failure to pay premium pay for missed or unpaid rest
17 breaks, under Labor Code §§ 226.2 and 226.7 and Wage Order No. 4-2001 §§ 4, 12.

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

20 17. This Court has jurisdiction over Plaintiff’s, Online Adjunct Unreimbursed Expenses Class
21 Members’, and Reimbursement Class Members’ claims for reimbursement of business expenses under
22 Labor Code § 2802.

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

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

27 20. This Court has jurisdiction over Plaintiff’s claims for civil penalties under Labor Code
28 § 2699. On February 24, 2022, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the
California Labor & Workforce Development Agency (“LWDA”) and Defendant. On November 1, 2022,
Plaintiff provide an amended PAGA Notice to the LWDA and Defendant. The LWDA 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

1 PAGA procedural requirements and may commence this representative action pursuant to Labor Code §
2 2699.

3 VENUE

4 21. Venue is proper in the County of Los Angeles pursuant to Cal. Civ. Proc. Code §§ 395(a)
5 and 395.5. Defendant is a California non-profit corporation with its headquarters located in San Dimas,
6 in the County of Los Angeles. Venue is therefore proper in the County of Los Angeles. Defendant operates
7 within California and does business within the County of Los Angeles. The unlawful acts alleged herein
8 have or had a direct effect on Plaintiff and all employees within the State of California and the County of
9 Los Angeles.

10 FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

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

12 22. Defendant is a post-secondary education provider that offers associates, bachelors, and
13 masters programs, at its California campus location, Virginia extension campus, and online. The programs
14 and courses are scheduled based on two academic semesters (fall and spring) and summer sessions.
15 Defendant employs Class Members as adjunct instructors to teach the courses offered at its California
16 campus and online.

17 23. During the Class Period, prior to the start of each term, Defendant issued Class Members
18 uniform Adjunct Faculty Contracts that set out the terms of Class Members' employment including the
19 course the Class Member was assigned to teach; the start date and end date of the course ("Contract
20 Period"); and the flat per course compensation, based on the number of units taught for teaching the
21 assigned course.

22 *B. Adjunct Class Members Were Non-Exempt Piece Rate Employees*

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

27 25. Additionally, Plaintiff and Class Members were non-exempt piece rate workers because
28 throughout the Class Period, they were paid based on a piece rate, where the "piece" of work was teaching
a specified Course based on the number of units assigned to the Course. The course rate pay was
standardized and only varied based on objective criteria such as the experience and education level of an
instructor and the length of the time served at LPU. Moreover, Class Members' compensation could be

1 reduced if fewer than a specified minimum number of students enrolled in the course. This is consistent
2 with a piece-rate compensation system and not a salary.

3 26. As a result, during the Class Period, as alleged in further detail below, Defendant was
4 required to comply with California's wage and hour laws, including but not limited to, the obligation to
5 pay Class Members for nonproductive time and rest break time separate and apart from the piece rate,
6 pursuant to Labor Code §§ 226.2, 226.7, and Wage Order No. 4-2001, §§ 4, 12.

7 27. Even if Class Members are not considered piece-rate, they were non-exempt under the
8 salary basis test of the Wage Order No. 4-2001, § 1(A)(3)(d), and therefore entitled to certain protections
9 under the labor code, including but not limited to be paid for all hours worked, and to be permitted and
10 authorized to take compliant rest breaks, pursuant to Labor Code §§ 1194, 1194.2, 226.7, and Wage Order
11 No. 4-2001, §§ 4, 12.

12 28. However, during the Class Period, Defendant initially did not maintain any rest break
13 policy applicable to Class Members, and even when it did adopt a rest break policy applicable to Class
14 Members, the policy was non-compliant with California rest breaks law. Particularly, the rest break policy
15 adopted in or about 2020, only permits and authorizes Class Members to take a rest break "for each 4-
16 hour period worked" and not for each four hours and major fraction thereof worked, as required under
17 California law.

18 ***C. Defendant Failed to Pay Adjunct Class Members for All Hours Worked***

19 29. During the Class Period, although Defendant employed Class Members pursuant to
20 Adjunct Faculty Contracts that began on the first day of classes, Defendant required and/or expected
21 Adjunct Class Members to perform work prior to the first day of classes, including but not limited to,
22 preparing syllabi and other course materials. In addition, upon information and belief, Defendant also
23 expected Class Members to attend faculty brunches and faculty meetings or workshops either prior to the
24 first day of classes or during the semester ("Non-Teaching Tasks").

25 30. As their Adjunct Faculty Contracts began on the first day of classes and compensation set
26 out in the contracts only covered the period of the contract, Defendant did not pay Class Members
27 anything for the hours spent working prior to the first day of classes and outside the period of their
28 employment contracts, as required under Labor Code §§ 1194, 1194.2, 226.2 and Wage Order No. 4-
2001, § 4.

31. Moreover, because Class Members are non-exempt employees who were paid by the piece
during the Class Period, pursuant to Labor code § 226.2 Defendant was required to pay them separately
from the piece and hourly at least the minimum wage for all hours worked spent performing Non-Teaching

1 Tasks. However, throughout the Class Period, Defendant failed to pay any wages to Plaintiff and Class
2 Members for the time spent on Non-Teaching Tasks. Nor did Defendant provide any means or
3 mechanism for them to record their time spent performing Non-Teaching Tasks, and had no practice
4 and/or policy in place to compensate them for such work.

5 32. Under the alternative theory, even if Class Members were not paid by the piece, pursuant
6 to Labor Code §§ 1194.1 and 1194.2 and Wage Order No. 4-2001, § 4, Defendant was required to pay them for
7 all hours worked as they were non-exempt. The compensation Defendant paid Class Members was
8 intended to cover only hours of classroom instruction. Therefore, Defendant was required to pay Class
9 Members additional compensation for Non-Teaching Tasks. However, Defendant failed to do so.

10 ***D. Defendant Violated California's Rest Break Laws***

11 33. Because Class Members are non-exempt piece-rate workers, pursuant to Labor Code §§
12 226.2 and 226.7 Defendant was required to permit and authorize them to take a paid 10-minute rest break
13 for every 3.5 hours of work, and to pay them separately and hourly, at their average hourly rate, for their
14 rest break time.

15 34. During the Class Period, Class Members routinely worked at least 3.5 hours or more on
16 any given day because Defendant scheduled them to teach for 3.5 hours or longer, and/or because
17 Defendant scheduled them to teach shorter classes but required and/or expected them to arrive prior to the
18 start of class and to remain after class to answer students' questions and/or hold office hours, which
19 resulted in Class Members working 3.5 hours or longer in a row.

20 35. Defendant also had policies and/or practices in place which impeded Class Members'
21 ability to take off-duty rest breaks during these times, including the policy and/or practice of requiring
22 Class Members to be available to students during class, as well as before and after class as alleged in the
23 previous paragraph.

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

28 37. Defendant also knew or should have known that Class Members were impeded from taking
off-duty rest breaks. Even if Class Members are not piece-rate workers, Defendant was required but failed,
as alleged above, to permit and authorize them to take off-duty rest breaks for shifts of 3.5 hours or longer,
pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12, thereby triggering an obligation to

1 make premium payments under Labor Code § 226.7 and Wage Order No. 4-2001, § 12(B), which it also
2 did not pay.

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

4 38. Unlike a typical employment situation where employees enter into an initial employment
5 agreement, and the employee continuously works for the employer, Plaintiff and Class Members were
6 offered employment on a limited contract basis only for a specific period of time, to teach specific
7 class(es), for a specific payment(s).

8 39. As a result of Defendant's policy and practice of employing Plaintiff and Class Members
9 on a limited contract basis only, at the expiration of each Adjunct Faculty Contract, Plaintiff and Class
10 Members were discharged from Defendant's employ, and Defendant was required to pay all wages due
11 to Plaintiff and Class Members on that date.

12 40. As a consequence of Defendant's failure to pay wages owed for Non-Teaching Tasks
13 and/or for rest breaks, Class Members did not receive all compensation due to them when they were
14 discharged from employment at the end of each semester or at the end of each contract. As a result, Class
15 Members did not receive all wages due upon discharge of employment from Defendant.

16 41. Defendant knew that it did not pay Plaintiff and Class Members for Non-Teaching Tasks
17 and/or for rest breaks, and as result, Defendant's actions were willful.

18 ***F. Defendant Failed to Reimburse Online Adjunct Unreimbursed Expenses Class Members for
19 their Necessarily Incurred Business Expenses***

20 42. Throughout the Online Adjunct Unreimbursed Expenses Class Period, Online Adjunct
21 Unreimbursed Expenses Class Members incurred unreimbursed expenses in carrying out their job duties
22 for Defendant when they taught online courses from home. These expenses include but are not limited to
23 home office expenses including home internet, home or mobile telephone expenses, ink toner/cartridges
24 and paper and other expenses associated with working from home.

25 43. Throughout the Online Adjunct Unreimbursed Expenses Class Period, Defendant did not
26 maintain policies or practices of reimbursing Online Adjunct Unreimbursed Expenses Class Members for
27 their business expenses fully or at all.

28 44. Defendant was aware, or should have been aware, that Online Adjunct Unreimbursed
Expenses Class Members incurred these expenses in direct consequence of the discharge of their job
duties because Defendant required and/or expected Online Adjunct Unreimbursed Expenses Class
Members to teach online courses from home. Defendant, however, did not reimburse Online Adjunct
Unreimbursed Expenses Class Members in any amount for any such expenses incurred throughout the

1 Online Adjunct Unreimbursed Expenses Class Period as required under Labor Code § 2802. As a result,
2 Defendant knowingly permitted Plaintiff and Class Members to pay for expenses incurred in direct
3 consequently of discharging their duties for Defendant, without any reimbursement or reimbursement in
4 full by Defendant for such expenses.

5 45. Plaintiff and Online Adjunct Unreimbursed Expenses Class Members have been harmed
6 by Defendant's unlawful business expense policies and/or practice and/or lack of such policies and/or
7 practices in that they have not been paid for certain business expenses incurred while employed by
8 Defendant, thereby diminishing their agreed-upon compensation, in substantial amounts to be proved at
9 trial.

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

12 46. As a result of the COVID-19 pandemic and the state of emergency declared in California
13 on March 4, 2020 due to the pandemic, all non-essential workers of Defendant including Reimbursement
14 Class Members were required to work from home from March 16, 2020 until, on information and belief,
15 June 30, 2021. As a result, Reimbursement Class Members incurred home office expenses including but
16 not limited home internet cost, home internet and/or mobile telephone expenses, ink toner/cartridges and
17 paper, and other expenses associated with working from home, in order to carry out their job duties.

18 47. Defendant was aware, or should have been aware, that Reimbursement Class Members
19 incurred these expenses in direct consequence of the discharge of their job duties because Defendant
20 required Reimbursement Class Members to work from home. Throughout the Reimbursement Class
21 Period, Defendant, however, did not maintain policies or practices of reimbursing Reimbursement Class
22 Members for their business expenses fully or at all for any such expenses incurred throughout the
23 Reimbursement Class Period as required under Labor Code § 2802.

24 48. As a result, Defendant knowingly permitted Plaintiff and Reimbursement Class Members
25 to pay for expenses incurred in direct consequence of discharging their duties for Defendant, without any
26 reimbursement or reimbursement in full by Defendant for such expenses.

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

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

1 50. From at least four years prior to filing this complaint, through the present, Defendant has
2 adopted and used unfair business practices to reduce Adjunct Class Members', Online Adjunct
3 Unreimbursed Expenses Class Members', and Reimbursement Class Members' compensation and
4 increase profits. These unfair business practices include failing to pay members of the Classes, as
5 applicable, for their time spent on rest periods separate and apart from the Course Rate; failing to authorize
6 and permit timely off-duty rest periods; failing to pay premium pay for missed rest breaks; failing to pay
7 Class Members for their time spent working prior to the start of the Adjunct Faculty Contracts, separately
8 and apart from their Course Rate or at all; failing to pay Class Members for their time spent performing
9 Non-Teaching Tasks, separately and apart from their Course Rate or at all; and failing to reimburse
necessarily incurred business expenses.

10 **CLASS ACTION ALLEGATIONS**

11 51. Plaintiff brings this class action pursuant to Cal. Civ. Pro. Code. § 382 on behalf of the
12 Adjunct Class, the Online Adjunct Unreimbursed Expenses Class, and the Reimbursement Class. Upon
13 information and belief, there are more than 50 Class Members in each Class. The members of the Classes
are so numerous that joinder of all members is impractical.

14 52. Plaintiff's claims are typical of the claims of the members of each Class because he was
15 an adjunct instructor who was (a) not paid separately from the Course Rate or at all for hours worked
16 before the first day of classes and before the start of the Adjunct Faculty Contract or for hours spent
17 performing Non-Teaching Tasks; (b) not paid at least at the average hourly rate for time spent on rest
18 breaks, was subject to Defendant's policies and practices that prevented and/or impeded his ability to take
19 authorized and permitted to take paid off-duty rest periods, and was not paid premium pay for missed or
20 unpaid rest breaks; (c) not paid all wages due upon discharge; (d) not reimbursed for business expenses
21 incurred in the discharge of his duties for Defendant as an adjunct instructor teaching an online course;
22 and (e) not reimbursed for business expenses incurred in the discharge of his duties for Defendant during
the Reimbursement Class Period.

23 53. Plaintiff will fairly and adequately represent the interests of the Classes. Plaintiff has no
24 conflict of interest with any member of the Classes. Plaintiff has retained competent and experienced
25 counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
adequately represent the interests of the Classes.

26 54. Common questions of law and fact exist as to all members of the Classes and predominate
27 over any questions solely affecting individual members of the Classes. Among the questions of law and
28 fact common to the Plaintiff and the Classes are the following:

- a. Whether Adjunct Class Members are non-exempt employees;
- b. Whether a Course Rate is a piece rate;
- c. Whether Defendant violated Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and Adjunct Class Members for all hours worked including, but not limited to at least minimum wage for their time spent working prior to the Adjunct Faculty Contract during the Class Period;
- d. Whether Defendant is liable for liquidated damages to Plaintiff and the Adjunct Class under Labor Code § 1194.2;
- e. Whether Defendant violated Labor Code § 226.2 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and the Adjunct Class separately and apart from the Course Rate for their rest breaks;
- f. Whether Defendant violated Wage Order No. 4-2001 § 12 by maintaining policies and practices that prevented or impeded Adjunct Class Members from taking off-duty rest periods;
- g. Whether Defendant failed to permit and authorize Adjunct Class Members to take compliant rest periods of 10-minutes for every four hours or major fraction thereof worked pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12;
- h. Whether Defendant violated Labor Code § 226.7 and Wage Order No. 4-2001 § 12 by failing to pay one hour of premium pay for each day that a paid rest period was not provided during the Class Period;
- i. Whether Defendant violated Labor Code § 203 by failing to pay Class Members for all of their wages due to them at the time of discharge from employment, including but not limited to as a result of failing to pay them wages owed to them for their time worked prior to the start of classes and premium pay;
- j. Whether Plaintiff, Online Adjunct Unreimbursed Expenses Class Members, and Reimbursement Class Members, incurred internet, phone, and home office expenses in order to perform their duties for Defendant;
- k. Whether Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff, Online Adjunct Unreimbursed Expenses Class Members, and Reimbursement Class Members, for their necessarily incurred business expenses;
- l. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in violation of UCL;

- 1 m. Whether Plaintiff and members of the Classes are entitled to restitution under Bus. & Prof.
2 Code § 17200 *et seq.* for uncompensated wages and unpaid premium pay; and
3 n. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff and
4 the Classes;
5 o. Whether the Classes are entitled to declaratory and injunctive relief.

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

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

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

22 **FIRST CAUSE OF ACTION**

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

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

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

27 59. Labor Code § 1194 provides, in relevant part:

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

60. Labor Code § 1194.2 provides, in relevant part:

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

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

5 62. As set forth above, during the Class Period, Plaintiff and Adjunct Class Members were
6 non-exempt employees paid a Course Rate for the time spent on teaching courses, which is a piece-rate,
7 but Defendant did not compensate them for their time spent working prior to the start date of the Adjunct
8 Faculty Contract, separately from the Course Rate, or at all. Defendant also did not compensate Plaintiff
9 and Adjunct Class Members for their time spent on Non-Teaching Tasks, separately from the Course
10 Rate, or at all.

11 63. Under the alternative theory, even if Class Members were not paid by the piece, the
12 compensation Defendant paid Class Members was intended to cover only hours of classroom instruction.
Defendant failed to pay Plaintiff and Class Members additional compensation for Non-Teaching Tasks.

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

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

18 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

21
22 **THIRD CAUSE OF ACTION**
23 **Failure to Pay Compensation Due Upon Discharge**
24 **[Cal. Labor Code §§ 201-203]**

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

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

76. During the Waiting Time Penalties Class Period, Defendant employed Plaintiff and
Adjunct Class Members on a limited contract by contract basis, for a set period of time. At the end of the
contract, Plaintiff and Adjunct Class Members were discharged from the employment of Defendant for

1 the purposes of Labor Code § 201-203. As a result, Defendant was required to pay Plaintiff and Adjunct
2 Class Members all wages due upon the end of the Adjunct Faculty Contract, but failed to do so.

3 77. Defendant also failed to pay Class Members who are former employees their final wages
4 at the time of their discharge from employment, as required by Labor Code §§ 201 and 202, as a result of
5 failing to pay them all wages due to them for the work performed prior to the first day of classes, all wages
6 due for Non-Teaching Tasks, wages for rest breaks, and premium pay.

7 78. In light of the clear law requiring that Defendant pay for time spent working prior to the
8 start of the Adjunct Faculty Contract, to pay for time spent on Non-Teaching Tasks, to pay for rest breaks
9 hourly and separately from the Course Rate, and to pay premium pay for missed breaks, Defendant's
10 failure to pay wages for such time was willful.

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

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

15 **FOURTH CAUSE OF ACTION**
16 **Failure to Reimburse Necessarily Incurred Business Expenses**
17 **[Cal. Labor Code § 2802]**

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

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

23 83. In order to discharge their duties for Defendant, Plaintiff, the Online Adjunct
24 Unreimbursed Expenses Class Members and the Reimbursement Class Members were expected and/or
25 required to incur unreimbursed expenses in carrying out their work duties for Defendant. These expenses
26 include but are not limited to home internet, home or mobile telephone expenses, ink toner/cartridges and
27 paper and other expenses associated with working from home.

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

85. Defendant's failure to reimburse Plaintiff's, Online Adjunct Unreimbursed Expenses Class
Members', and Reimbursement Class Members' business expenses violated non-waivable rights secured

1 to them by Labor Code § 2802. Plaintiff, Online Adjunct Unreimbursed Expenses Class Members, and
2 Reimbursement Class Members are entitled to reimbursement for these business expenses, plus interest
3 and attorneys' fees and costs, under Labor Code § 2802.

4 86. Plaintiff, on behalf of himself, Online Adjunct Unreimbursed Expenses Class Members,
5 and Reimbursement Class Members, requests relief as described below.

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

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

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

18 89. Beginning at least four years prior to the filing of this Complaint, Defendant committed,
19 and continues to commit, acts of unfair competition, as defined in the UCL by wrongfully denying Adjunct
20 Class Members payment in the amount of at least minimum wages for all their hours worked in violation
21 of Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001 § 4; by failing to authorize and permit
22 paid rest breaks and pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and Wage
23 Order No. 4-2001 § 12; by failing to pay Class Members for all of their wages due to them at the time of
24 discharge from employment in violation of Labor Code §§ 201-203; and by failing to reimburse Online
25 Adjunct Unreimbursed Expenses Class Members and Reimbursement Class Members business expenses
26 in violation of Code § 2802.

27 90. By its actions and omissions, Defendant has substantially injured Plaintiff, Adjunct Class
28 Members, Online Adjunct Unreimbursed Expenses Class Members, and Reimbursement Class Members.
The harm to Plaintiff, Adjunct Class Members, Online Adjunct Unreimbursed Expenses Class Members,
and Reimbursement Class Members 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.

91. Plaintiff, on behalf of himself and all other Adjunct Class Members, and Reimbursement

1 Class Members, requests relief as described below.

2 **SIXTH CAUSE OF ACTION**

3 **Civil Penalties**

4 **[Labor Code §§ 2698 *et seq.*]**

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

7 93. Plaintiff seeks PAGA penalties on behalf of himself, Aggrieved Reimbursement
8 Employees, and Aggrieved Adjunct Employees, for the following violations:

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

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

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

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

19 96. During the Adjunct PAGA Settlement Period, as a result of working remotely and teaching
20 online classes, Aggrieved Adjunct Employees incurred home office expenses including but not limited
21 home internet cost, and/or mobile telephone expenses, ink toner/cartridges and paper, and other expenses
22 associated with working from home, in order to carry out their job duties for Defendant. However,
23 Defendant did not reimburse them these expenses fully or at all in violation of Labor Code § 2802.

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

27 ***Violation of Labor Code §§ 226.2, 1194, 1194.2, and 1198 on Behalf of Aggrieved Adjunct
28 Employees***

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

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

4 ***Violation of Labor Code §§ 226.2 and 226.7 on Behalf of Aggrieved Adjunct Employees***

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

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

11 ***Violation of Labor Code § 226.7 on Behalf of Aggrieved Adjunct Employees***

12 41. During the Adjunct PAGA Settlement Period, Defendant maintained policies and/or
13 practices that impeded Aggrieved Adjunct Employees' ability to take off-duty 10-minute rest periods.
14 These policies and/or practices included, but were not limited to, requiring Aggrieved Adjunct Employees
to arrive early to prepare for class, and to be available to students before, during, and after class.

15 42. During the Adjunct PAGA Settlement Period, Defendant maintained a facially unlawful
16 rest break policy that only permitted Aggrieved Adjunct Employees to take breaks "for each 4-hour period
17 worked." Thus, Defendant denied Aggrieved Adjunct Employees rest breaks when they worked shifts
between 3.5 and 4 hours.

18 43. Thus, Defendant failed to authorize and permit compliant rest breaks in accordance with
19 Labor Code § 226.7 and Wage Order No. 4-2001, § 12(A) thereby triggering an obligation to make
20 premium payments to Aggrieved Adjunct Employees under Labor Code § 226.7 and Wage Order No. 4-
21 2001, § 12, which it failed to do.

22 44. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Adjunct Employees are
23 entitled to one hundred dollars (\$100) per pay period for each initial violation of Labor Code § 226.7, and
24 two hundred dollars (\$200) per pay period for each subsequent violation.

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

26 45. During the Adjunct PAGA Settlement Period, Defendant failed to pay Aggrieved Adjunct
27 Employees their final wages on their discharge from employment, or upon termination of their
28 employment, in violation of Labor Code § 201 and 202. Defendant also failed to pay Aggrieved Adjunct
Employees waiting time penalties, in violation of Labor Code § 203.

46. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Adjunct 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.

98. Plaintiff, on behalf of himself and all other Aggrieved Reimbursement Employees, and Aggrieved Adjunct Employees, request relief as described below.

PRAYER FOR RELIEF

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

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

B. On the First Cause of Action: That the Court find and declare that Defendant violated Labor Code §§ 226.2, 1194, and 1194.2 and Wage Order No. 4-2001, § 4 by failing to pay Plaintiff and Adjunct Class Members for their time spent performing work prior to the start of the Adjunct Faculty Contract Agreements and for Non-Teaching Tasks, separately and apart from the Course Rate, or at all, and award Plaintiff and the Adjunct Class the amount of their unpaid minimum wages owed to them for that work, plus liquidated damages in an additional amount equal to the amount of wages unlawfully withheld during the Class Period.

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

D. On the Third Cause of Action: That the Court find and declare that Defendant has violated Labor Code §§ 201–202, and award Plaintiff and Class Members, who were discharged from employment during the Waiting Time Penalties Class Period, waiting time penalties under Labor Code § 203;

E. On the Fourth Cause of Action: That the Court find and declare that Defendant's business expense policies and/or practices violate California law, including Labor Code § 2802, by refusing and/or failing to reimburse business expenses incurred by Plaintiff, Online Adjunct Unreimbursed Expenses Class Members, and Reimbursement Class Members, and that the Court award to Plaintiff, Online Adjunct Unreimbursed Expenses Class Members, and Reimbursement Class Members all business

1 expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, in an amount to be
2 proved at trial.

3 F. On the Fifth Cause of Action: That the Court find and declare Defendant has violated the
4 UCL by failing to pay Adjunct Class Members for their rest break time, time spent working prior to the
5 start of the Adjunct Faculty Contract, and time spent working on Non-Teaching Tasks separately and
6 apart from the Course Rate, in violation of Labor Code §§ 1194, 226.2, 226.7, and Wage Order No. 4-
7 2001, § 12; by failing to authorize and permit paid rest breaks for members of the Class and by failing to
8 pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and IWC Wage Order 4-2001,
9 § 12; failing to reimburse Online Adjunct Unreimbursed Expenses Class Members and Reimbursement
10 Class Members' business expenses; and award restitution to the Classes, including, but not limited to,
11 unpaid wages, an additional hour of pay at the employee's regular rate of compensation for each day that
12 a rest break was not provided during the Class Period, and reimbursement of their business expenses in
13 the amount to be proved at trial.

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

16 H. That the Court award attorneys' fees and costs of suit to the extent permitted by law,
17 including, but not limited to, Labor Code §§ 1194, 2802(c), 2699, and Cal. Civil Procedure Code § 1021.5.

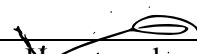
18 I. All other relief as this Court deems proper.

19 **JURY DEMAND**

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

21 Dated: February 15, 2023

22 Respectfully submitted,

23 By: 
24 HAMMONDLAW, P.C.

25 *Attorneys for Plaintiff and the Putative Classes*