

JULIAN HAMMOND (SBN 268489)
jhammond@hammondlawpc.com
POLINA BRANDLER (SBN 269086)
pbrandler@hammondlawpc.com
ARI CHERNIAK (SBN 290071)
acherniak@hammondlaw.com
HAMMONDLAW, P.C.
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel.: (310) 601-6766
Fax: (310) 295-2385
Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CHRISTOPHER BRANDMEIR, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

**COLUMBIA SOUTHERN UNIVERSITY,
INC.**, an Alabama Corporation

Defendant.

CASE NO. 22CV013638

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

- (1) Failure to Pay Wages Separately from the Piece and Hourly for Nonproductive Time and/or Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§ 226.2, 1194, 1194.2; IWC Wage Order No. 4-2001, § 4);
- (2) Failure to Pay Overtime Wages (Cal. Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3);
- (3) Failure to Pay Separately from the Piece and Hourly for Rest Breaks and/or Failure to Authorize and Permit Paid Rest Breaks, and Failure to Pay Premium Pay (Cal. Lab. Code §§ 226.2, 226.7, 1194; IWC Wage Order No. 4-2001, §§ 4, 12);
- (4) Failure to Issue Accurate Itemized Wage Statements and Failure to Issue Wage Statements for All Pay Periods Worked (Cal. Lab. Code §§ 226(a), (e), 226.2(a));
- (5) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802);
- (6) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and
- (7) Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699).

DEMAND FOR JURY TRIAL

1 Plaintiff Christopher Brandmeir (“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 overtime, unpaid premium pay, and unreimbursed expenses, statutory penalties,
6 interest, injunctive relief, restitution, and reasonable attorneys’ fees and costs under California Labor Code
7 (“Labor Code”) §§ 226, 226.2, 226.7, 510, 1194, 1194.2, 2802, Industrial Welfare Commission Wage
8 Order (“Wage Order”) No. 4-2001, §§ 4, 12, California Civil Procedure Code § 1021.5, and California’s
9 Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.* on behalf of Plaintiff
10 and all similarly situated individuals currently and formerly employed as Instructors by Columbia
11 Southern University, Inc. (“CSU” or “Defendant”) in California (“Class Members”) from four years prior
12 to the filing of this Complaint through to the trial date (“Class Period”).

13 2. Plaintiff also seeks damages for unreimbursed expenses, as well as attorneys’ fees and
14 costs, and restitution under California Labor Code § 2802, California Civil Procedure Code § 1021.5, and
15 UCL on behalf of all non-instructional employees currently and formerly employed by Defendant in
16 California who worked remotely from their home offices during the Class Period (“Expense
17 Reimbursement Class Members”).

18 3. Defendant’s violations of California’s wage-and-hour and unfair competition laws, as
19 described below, have been ongoing for at least the past four years and are continuing at present.

20 4. During the Class Period, Class Members were “non-exempt” employees for at least two
21 reasons: first, Class Members are not paid a monthly salary equivalent to at least two times the state
22 minimum wage for full-time employment, as is required to be exempt under Wage Order No. 4-2001.
23 Second, those Class Members who are paid a set amount per course taught or per assignment are not paid
24 a “salary,” as is required to be exempt; rather, they are piece-rate workers paid a set/ascertainable amount
25 per course taught or similar tasks paid by the piece. These Class Members are also piece-rate workers
26 and are not salaried because Defendant reserves the right to cancel their courses due to low enrollment,
27 and thus reduce their compensation.
28

1 5. Because at least some Class Members are non-exempt, piece-rate workers, pursuant to
2 Labor Code §§ 226.2, 1194, 1194.2 and Wage Order No. 4-2001, § 4, Defendant was required to pay
3 them separately from the piece and hourly at least at the minimum wage for their nonproductive time.
4 Defendant, however, did not pay them separately and hourly for their nonproductive time (*i.e.*, time
5 separate from delivery of a course/assignment), including but not limited to time spent on mandatory
6 trainings such as FERPA, ADA, Family Education Right to Privacy Act, Harassment, Faculty
7 Communication Standards, as well as the spent completing a Professional Development Plan. As a result,
8 Defendant is liable for unpaid wages.

9 6. Additionally, because all Class Members are non-exempt employees, they are entitled to
10 be paid for all hours worked, pursuant to Labor Code §§ 1194, 1194.2 and Wage Order No. 4-2001, § 4.
11 Defendant, however, does not pay them for all hours worked, including but not limited to time spent on
12 trainings and completing their Professional Development Plans, a described above.

13 7. In addition, whether or not Class Members' compensation is considered a piece rate,
14 Defendant also failed to pay Class Members for time spent preparing for courses that were ultimately
15 canceled due to low enrollment, in violation of Labor Code §§ 1194, 1194.2 and Wage Order No. 4-2001,
16 § 4.

17 8. Defendant was also required to pay Class Members overtime for all hours worked over 8
18 in a day and/or over 40 in a week. Class Members routinely worked over 8 hours in a day and/or over 40
19 hours in a week, particular during the time they graded exams, papers and other assignments. Defendant,
20 however, did not pay them overtime wages in violation of Labor Code § 510 and IWC Wage Order No.
21 4-2001, § 3.

22 9. In addition, pursuant to Labor Code § 226.2 and Wage Order No. 4-2001, § 12, Defendant
23 was required to pay those Class Members who were paid by the piece separately and at their average
24 hourly rate for their time spent on rest breaks. Defendant, however, did not pay them separately and
25 hourly for their rest break time, and as a result Defendant is liable for either missed rest break premium
26 pay under Labor Code § 226.7(b) and Wage Order No. 4-2001, § 12 or, at the Class's option, unpaid
27 wages under Labor Code § 1194.
28

1 10. In the alternative, even if Class Members' compensation is not considered a piece rate,
2 Class Members are non-exempt employees entitled to timely off-duty paid rest breaks. However, as a
3 matter of policy and/or practice, Defendant failed to authorize and permit Class Members to take paid off-
4 duty rest breaks and failed to pay premium pay for missed rest breaks, in violation of Labor Code § 226.7
5 and Wage Order No. 4-2001, § 12.

6 11. This action is also brought on behalf of a subclass comprised of Plaintiff and Class
7 Members who are or have been employed by Defendant during the one year prior to the filing of this
8 Complaint through to the trial date ("Wage Statement Subclass Period") for statutory penalties, injunctive
9 relief, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 226(a), (e), and (h) and 226.2
10 ("Wage Statement Subclass"). During the Wage Statement Subclass Period, Defendant knowingly and
11 intentionally failed to furnish Wage Statement Subclass Members with accurate itemized wage statements
12 by failing to include on their wage statements accurate information including but not limited to: the total
13 number of hours worked; all applicable hourly rates and the corresponding number of hours worked at
14 each rate; the number of piece-rate units earned and applicable piece rate; compensable rest periods, rate
15 of compensation and gross wages earned for the rest periods; and compensable other nonproductive time,
16 rate of compensation, and gross wages earned for that time, in violation of Labor Code §§ 226(a) and
17 226.2(a). Wage Statement Subclass Members suffered injury as a result of Defendant's violations of
18 Labor Code §§ 226(a) and 226.2(a) for purposes of Labor Code § 226(e). Thus, Wage Statement Subclass
19 Members are entitled to statutory penalties under Labor Code § 226(e), injunctive relief under Labor Code
20 § 226(h) to enjoin Defendant from issuing inaccurate wage statements, and reasonable attorneys' fees and
21 costs.

22 12. Defendant employs Class Members to teach exclusively online and Defendant employs
23 Expense Reimbursement Class Members to also work online, remotely from home. Defendant requires
24 Class Members to use their personal home internet, mobile/home phone service, computers, web cameras,
25 microphones or headsets with microphones, electricity, printers, ink toner/cartridges and paper, and other
26 expenses associated with working from a home office. Defendant requires and/or expects Expense
27 Reimbursement Class Members to also use their home internet and other equipment and supplies to carry
28 out their work duties for Defendant. However, Defendant does not reimburse Class Members and

1 Expense Reimbursement Class Members for these necessarily incurred business expenses, in violation of
2 Labor Code § 2802.

3 13. As a result of the above Labor Code violations, Defendant committed unfair, unlawful,
4 and/or fraudulent business practices, in violation of the UCL.

5 14. Plaintiff also brings this action as a representative action under the California Labor Code's
6 Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, for civil penalties on behalf
7 of himself and all current and former part-time adjunct instructors/faculty employed by Defendant in
8 California ("Aggrieved Employees") from June 28, 2021 through to trial ("PAGA Period") for
9 Defendant's violations of Labor Code §§ 201-203, 204, 226(a), 226.2, 226.2(a), 226.7, 510, 1194, 1194.2,
10 1197(a), and 246 and IWC Wage Order No. 4-2001 §§ 3, 4, and 12; and on behalf of all himself and all
11 individuals employed by Defendant in California during the PAGA Period who were required and/or
12 expected to work from home ("Expense Reimbursement Aggrieved Employees") for Defendant's
13 violations of Labor Code § 2802.

14 **PARTIES**

15 15. Plaintiff Brandmeir is a resident of Village Valley, California who has been employed by
16 Defendant in California beginning in or about 2016, teaching online courses at CSU and/or completing
17 other assignments. Plaintiff has been employed both as a part-time adjunct instructor and as a full-time
18 instructor during the relevant period. Given that CSU's course offerings are completely online, Mr.
19 Brandmeir worked remotely and not at any of Defendant's physical locations. Throughout his
20 employment, Mr. Brandmeir was subject to Defendant's unlawful conduct described herein.

21 16. Columbia Southern University, Inc. is a private for-profit university formed in Alabama.
22 All degree programs are offered completely online and enrolls over 20,000 students. Its principal place
23 of business is located at 21982 University Lane Orange Beach, AL 36561. CSU is not registered with the
24 California Secretary of State.

25 17. All claims stated herein are asserted against Defendant and any of its predecessors,
26 successors, and/or assigns.

1 **JURISDICTION**

2 18. This Court has jurisdiction over Class Members' claims for failure to pay separately and
3 hourly for nonproductive time and failure to pay wages for all hours worked pursuant to Labor Code
4 §§ 226.2, 1194, 1194.2 and Wage Order No. 4-2001, § 4.

5 19. This Court has jurisdiction over Class Members' claims for failure to pay overtime wages
6 pursuant to Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3.

7 20. This Court has jurisdiction over Class Members' claims for failure to pay separately and
8 hourly for rest break time and/or failure to permit and authorize timely paid off-duty rest breaks, and
9 failure to pay premium pay for missed rest breaks pursuant to Labor Code §§ 226.2, 226.7, 1194 and
10 Wage Order No. 4-2001, §§ 4, 12.

11 21. This Court has jurisdiction over Wage Statement Subclass Members' claims for failure to
12 issue accurate itemized wage statements under Labor Code §§ 226(a), (e), and 226.2(a).

13 22. This Court has jurisdiction over Expense Reimbursement Class Members' claims for
14 reimbursement of necessary business expenses under Labor Code § 2802.

15 23. This Court has jurisdiction over the claims for restitution arising from Defendant's
16 violations of Labor Code §§ 226.2, 226.7, 510, 1194, 1194.2, 2802 and Wage Order No. 4-2001, §§ 3, 4,
17 12, and under the UCL, Bus. & Prof. Code §§ 17203 and 17204.

18 24. This Court has jurisdiction over the claims for attorney's fees and costs, including pursuant
19 to Labor Code §§ 226(e), 1194, 2802, 2699, and Cal. Civ. Proc. Code § 1021.5.

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

22 26. The amount in controversy for Plaintiff, including pro rata share of attorney's fees, is less
23 than seventy-five thousand dollars (\$75,000).

24 27. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code
25 § 2699. On June 28, 2022, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the
26 California Labor & Workforce Development Agency ("LWDA") and Defendant. The LWDA has
27 provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention
28 to investigate or not investigate any other claims alleged in the PAGA Notice. Plaintiff has therefore fully

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

3 **VENUE**

4 28. Venue is proper in the County of Alameda pursuant to Cal. Civ. Proc. Code §§ 395(a) and
5 395.5. Defendant Columbia Southern University, Inc. is an Alabama corporation with its principal place
6 of business in Orange Beach, Alabama. Defendant has not designated a principal place of business in
7 California pursuant to Cal. Corp. Code § 2105(a)(3). Venue is therefore proper in Alameda County.

8 29. Defendant employs Class Members and Expense Reimbursement Class Members
9 throughout the state of California to teach online and/or work online, remotely from their home offices.
10 The unlawful acts alleged herein had a direct effect on Plaintiff and other Class Members and Expense
11 Reimbursement Class Members within the State of California, some of whom incurred unpaid wages,
12 unreimbursed expenses, and inaccurate wage statements while conducting Defendant's business within
13 Alameda County.

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

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

16 30. CSU is a private, for-profit online university that offers courses to students pursuing
17 undergraduate, graduate degrees, and doctoral degrees and certificates. These programs are offered
18 throughout the year on a semester basis, on a two-track schedule (Track A and Track B). Each quarter
19 consists of 8 weeks of class time. Defendant employs part-time adjunct and full-time instructors,
20 including Class Members, to teach online courses remotely.

21 31. Upon information and belief, Defendant has employed more than fifty Class Members and
22 Expense Reimbursement Class Members during the Class Period.

23 ***B. Class Members Are Non-Exempt Piece-Rate Employees***

24 32. During the Class Period, Class Members were non-exempt employees because Class
25 Members' pay was too low to qualify for the exemption under Wage Order No. 4-2001, § 1(A) which
26
27
28

1 requires a monthly salary equivalent of two times the California minimum wage for full-time
2 employment.¹

3 33. At least some of the Class Members were also paid a set sum per course or per assignment,
4 which constitutes pay on a piece-rate basis. The more courses (or other tasks, such as service on the
5 doctoral dissertation committee) these Class Member taught or completed, the more she or he was paid.

6 34. Class Members' compensation was not a salary because Defendant reserved the right to
7 cancel a course for low enrollment, including after the course began, thus reducing Class Members'
8 compensation.

9 ***C. Defendant's Compensation Practices Applicable to Class Members Violated California's***
10 ***Minimum Wage and Rest Break Laws***

11 35. Because at least some Class Members are piece-rate workers, pursuant to Labor Code
12 §§ 226.2, 1194, 1194.2 and Wage Order No. 4-2001, § 4, Defendant was required, but failed, to pay those
13 Class Members separately from the piece and hourly at least at the minimum wage for their nonproductive
14 time, including but not limited to time spent on mandatory trainings, such as FERPA, ADA, Family
15 Education Right to Privacy Act, Harassment, Faculty Communication Standards, as well as the time spent
16 completing a Professional Development Plan.

17 36. Even if Class Members were not piece-rate workers, Defendant did not pay Class Members
18 for the nonproductive time mentioned above, in violation of Labor Code §§ 1194, 1194.2 and Wage Order
19 No. 4-2001, § 4.

20 37. During the Class Period, Class Members worked at least 3.5 hours or more in a day, and
21 were entitled to a 10-minute paid rest break for every day on which they worked for 3.5 hours, pursuant
22 to Wage Order No. 4-2001, § 12 (entitlement to rest break is based on "the total hours worked daily" not
23 consecutive time worked). Defendant knew or should have known that Class Members worked 3.5 hours
24 in a day.

25
26 ¹ Labor Code § 515.7, which permitted non-profit universities based in California to begin paying adjunct
27 instructors a salary that is less than the minimum earnings requirement (provided certain other
28 requirements are met) while classifying them as exempt starting September 9, 2020, is inapplicable
because Defendant is not formed in California. See Labor Code § 515.7(a) incorporating Education Code
§ 66010(b).

1 38. Because at least some of the Class Members are piece-rate workers, pursuant to Labor
2 Code §§ 226.2, 1194 and Wage Order No. 4-2001, §§ 4, 12, Defendant was required, but failed, to pay
3 those Class Members for their time spent on rest breaks separately and apart from the piece.

4 39. In the alternative, if Class Members' compensation is not considered a piece rate, as non-
5 exempt employees Class Members were entitled to off-duty paid rest breaks for 3.5 hours or more of
6 work, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12. However, as a matter of policy
7 and/or practice, Defendant failed to authorize and permit Class Members to take off-duty rest breaks and
8 failed to pay premium pay for missed rest breaks, in violation of Labor Code § 226.7 and Wage Order
9 No. 4-2001, § 12.

10 ***D. Defendant's Compensation Practices Violated California Overtime Laws***

11 40. During the Class Period, Class Members worked more than 8 hours in a day when, for
12 example, they were required to turn around term-end grades within three days after students submitted
13 final exams/papers. However, in such instances, Defendant did not pay Class Members overtime wages,
14 in violation of Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3(A).

15 ***E. Defendant's Compensation Practices Resulted in Failure to Issue Accurate Itemized Wage***
16 ***Statements***

17 41. During the Wage Statement Subclass Period, Defendant failed to issue accurate itemized
18 wage statements to Wage Statement Subclass Members. Under Labor Code § 226(a)(2) and (a)(9)
19 Defendant was required, but failed, to furnish them with wage statements containing accurate entries for
20 the total hours worked by the employee, all applicable hourly rates in effect during the pay period, and
21 the corresponding number of hours worked by the employee at each hourly rate.

22 42. Defendant did not require Wage Statement Subclass Members to track their hours worked
23 and therefore could not list the actual number of hours worked.

24 43. Additionally, because Wage Statement Subclass Members are piece-rate workers, under
25 Labor Code § 226(a)(3) Defendant was required, but failed, to furnish Wage Statement Subclass Members
26 with wage statements that included the number of piece-rate units earned and any applicable piece rate,
27 and under Labor Code § 226.2(a) to furnish them with wage statements that itemized total hours of
28

1 compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those
2 periods during the pay period.

3 44. The wage statements Defendant issued to the Wage Statement Subclass Members
4 contained columns for “Hours,” “Units,” and “Rate.” However, Defendant left the space under those
5 headings blank.

6 45. Defendant’s practice of furnishing Wage Statement Subclass Members incomplete and/or
7 inaccurate wage statements was not an isolated and unintentional payroll error due to a clerical or
8 inadvertent mistake, but rather was willful and intentional and the result of Defendant’s regular
9 compensation policies.

10 46. Wage Statement Subclass Members could not promptly and easily determine from the
11 wage statements alone, without reference to other documents, their regular hourly rate, the total hours
12 worked during a pay period, and number of pieces worked. As a result, Wage Statement Subclass
13 Members suffered injury for the purposes of Labor Code § 226(e).

14 ***F. Defendant Failed to Pay Class Members Timely***

15 47. In addition, Class Members were entitled to be paid twice per month under Labor Code §
16 204(a) which requires that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar
17 month ... paid for between the 16th and the 26th day of the month during which the labor was performed,
18 and labor performed between the 16th and the last day, inclusive, of any calendar month, ...paid for
19 between the 1st and 10th day of the following month.” Defendant, however, did not pay wages to Class
20 Members semi-monthly and did not pay for work performed between the 1st and the 15th of the month
21 before the 26th day of the month. For example, Defendant paid Class Members for work performed
22 between the first and the last day of January 2022, on February 7, 2022.

23 ***G. Defendant Failed to Pay All Wages Owed Upon Discharge From Employment***

24 48. As a consequence of Defendant’s failure to pay wages for all hours worked and/or failure
25 to pay separately and apart from the piece-rate for nonproductive time, Class Members did not receive all
26 compensation due to them upon discharge or separation from employment. In addition, when a Class
27 Member completed an assignment without being issued another assignment, the final pay was not paid
28 upon discharge or separation, but rather on the next regularly scheduled payroll date. As a result,

1 Defendant violated Labor Code §§ 201-202 by not paying, and/or not timely paying, Class Members all
2 wages due to them upon discharge or separation from employment.

3 ***H. Defendant Failed to Provide Paid Sick Leave***

4 49. Plaintiff and Class Members who worked for Defendants for 30 or more days within a year
5 from commencement of their employment, were entitled to receive paid sick leave pursuant to Labor Code
6 §§ 246, *et seq.* On information and belief, CSU, however, failed to provide Plaintiff and Class Members
7 with paid sick leave during the Class Period. CSU's Faculty Handbook provides that "sick time is not
8 available to part-time faculty except where required by applicable state law." Plaintiff and Class
9 Members' wage statements, however, do not list any available sick leave, nor is Plaintiff aware of any
10 sick leave being available him or to other Class Members.

11 ***I. Defendant Failed to Fully Reimburse Class Members and Expense Reimbursement Class***
12 ***Members for Necessary Business Expenses***

13 50. Defendant did not fully reimburse Class Member and Expense Reimbursement Class
14 Members for necessary business expenses they incurred, including but not limited to the cost of internet,
15 mobile/home phone service, computers, web cameras, microphones or headsets with microphones,
16 electricity, printers, ink toner/cartridges and paper, and other expenses associated with working from a
17 home office, in violation of Labor Code § 2802.

18 51. Class Members taught exclusively online for Defendant from their home offices and
19 Expense Reimbursement Class Members worked for Defendant remotely from their home offices.
20 Defendant was and is well aware that Class Members and Expense Reimbursement Class Members incur
21 expenses such as those listed in the above paragraph to perform their job duties for Defendant. Defendant,
22 however, does not reimburse, and throughout the Class Period has not reimbursed, Class Member and
23 Expense Reimbursement Class Members for the expenses they incurred in the discharge of their duties
24 for Defendant.

25 ***J. Defendant's Labor Code Violations Were Unfair Business Practices***

26 52. From at least four years prior to filing this complaint, through the present, Defendant has
27 adopted and used unfair and/or unlawful business practices to reduce Class Members' and Expense
28 Reimbursement Class Members' compensation and increase profits. These practices include failing to

1 pay Class Members separately from the piece and hourly for nonproductive time, failing to pay wages for
2 all hours worked, failing to pay overtime wages, failing to pay separately from the piece and hourly for
3 rest breaks and/or failing to authorize and permit off-duty paid rest breaks, failing to pay premium pay for
4 missed breaks, and failing to fully reimburse Class Members' and Expense Reimbursement Class
5 Members' necessary business expenses.

6 **CLASS ACTION ALLEGATIONS**

7 53. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the
8 Class, the Wage Statement Subclass, and the Expense Reimbursement Class. Upon information and
9 belief, there are more than fifty Class Members and Expense Reimbursement Class Members. The
10 members of the Classes are so numerous that joinder of all members is impractical.

11 54. Plaintiff's claims are typical of the claims of the members of the Classes and Subclass
12 because he was employed both as a part-time and as a full-time instructor during the Class Period, and
13 was employed pursuant to standardized contracts, worked remotely from his home office, and was (a) not
14 paid separately and hourly for nonproductive time, (b) not paid for all hours worked, (c) not paid overtime
15 wages, (d) not paid separately and hourly for rest breaks and/or not permitted off-duty paid rest breaks
16 and premium pay for missed rest breaks, (e) subject to Defendant's policies and/or practices of not
17 tracking hours worked, (f) not provided an accurate and itemized wage statement for each pay period, (g)
18 not reimbursed for necessary business expenses.

19 55. Plaintiff will fairly and adequately represent the interests of the Classes and Subclass.
20 Plaintiff has no conflict of interest with any member of the Classes or Subclass. Plaintiff has retained
21 competent and experienced counsel in complex class action litigation. Plaintiff's counsel have the
22 expertise and financial resources to adequately represent the interests of the Classes and Subclass.

23 56. Common questions of law and fact exist as to all members of the Classes and the Subclass
24 and predominate over any questions solely affecting individual members of the Classes and Subclass.
25 Among the questions of law and fact common to Plaintiff, the Classes, and the Subclass are the following:

- 26 a. Whether Class Members employed as part-time adjunct instructors are paid on a piece-rate
27 basis;
28 b. Whether Class Members are non-exempt;

- c. Whether Class Members are entitled to separate and hourly pay for nonproductive time under Labor Code §§ 226.2, 1194 and Wage Order No. 4-2001, § 4;
- d. Whether Class Members are entitled to at least minimum wage for all hours worked under Labor Code § 1194 and Wage Order No. 4-2001, § 4;
- e. Whether Class Members are entitled to overtime pay under Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3;
- f. Whether Defendant is liable for liquidated damages to Class Members under Labor Code § 1194.2 for failure to pay for nonproductive time and for all hours worked;
- g. Whether Class Members are entitled to separate and hourly pay for rest breaks under Labor Code §§ 226.2, 1194 and Wage Order No. 4-2001, §§ 4, 12;
- h. Whether Class Members are entitled to timely paid off-duty rest breaks under Labor Code § 226.7 and Wage Order No. 4-2001, § 12;
- i. Whether Defendant violated Labor Code § 226.7 and Wage Order No. 4-2001, § 12 by failing to pay one hour of premium pay to each Class Member for each day that a compliant rest period was not provided;
- j. Whether Defendant failed to establish and/or implement policies applicable to Class Members regarding tracking hours worked and rest breaks;
- k. Whether Defendant violated Labor Code §§ 226(a) and 226.2(a) by failing to issue accurate itemized wage statements to Wage Statement Subclass Members;
- l. Whether Defendant's violation of Labor Code §§ 226(a) and 226.2(a) was knowing and intentional;
- m. Whether Wage Statement Subclass Members suffered injury for the purposes of Labor Code § 226(e);
- n. Whether Defendant violated Labor Code § 2802 by failing to reimburse Class Members for necessary business expenses;
- o. Whether Defendant violated Labor Code § 2802 by failing to reimburse Expense Reimbursement Class Members for necessary business expenses;

- 1 p. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in
2 violation of the UCL, Bus. & Prof. Code §§ 17200 *et seq.*;
- 3 q. Whether Class Members are entitled to restitution under Bus. & Prof. Code §§ 17200 *et*
4 *seq.* for uncompensated hours worked, uncompensated rest periods, unpaid premium pay,
5 and whether Class Members and Expense Reimbursement Class Members are entitled to
6 restitution for unreimbursed business expenses and;
- 7 r. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff,
8 the Classes, and the Subclass;
- 9 s. Whether the Class is entitled to declaratory relief; and
- 10 t. Whether the Class is entitled to injunctive relief.

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

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

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

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

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

7 61. Labor Code § 1194(a) 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 62. Labor Code § 1194.2 provides, in relevant part:

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

17 63. Labor Code § 226.2(a)(1) states that “[e]mployees shall be compensated for . . . other
18 nonproductive time separate and apart from any piece-rate compensation.”

19 64. As set forth above, during the Class Period, Class Members who were paid a set amount
20 per course taught or per assignment were paid a piece-rate, but Defendant did not compensate them
21 separately and apart from the piece for time spent on nonproductive tasks separate from delivery of the
22 assignment, including but not limited to time spent completing mandatory trainings and their Professional
23 Development Plans.

24 65. Accordingly, pursuant to Labor Code §§ 226.2, 1194, 1194.2, and Wage Order No. 4-2001,
25 § 4, Class Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated
26 damages in an additional amount equal to the total amount of applicable minimum wages unlawfully
27 withheld during the Class Period for Class Members’ nonproductive time.

28 66. Alternatively, under the theory that Class Members were paid on a salary basis, pursuant
to Labor Code §§ 1194, 1194.2 and Wage Order No. 4-2001, § 4, Defendant was required, but failed, to
compensate Class Members for all hours worked because they are non-exempt employees. Thus, Class
Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated damages in an

1 additional amount equal to the total amount of applicable minimum wages unlawfully withheld during
2 the Class Period for Class Members' unpaid hours worked.

3 67. Plaintiff, on behalf of himself and all other Class Members, requests relief as described
4 below.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Pay Overtime**

7 **[Labor Code §§ 510, 1194; Wage Order No. 4-2001, § 3]**

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

10 69. Labor Code § 510 and the applicable Wage Order require that employers compensate all
11 work performed by an employee in excess of either 8 hours per day or 40 hours per week, at one and one-
12 half times the employee's regular rate.

13 70. Labor Code § 1194 states that any employee receiving less than the legal overtime
14 compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of
15 his or her overtime compensation, including interest thereon and reasonable attorneys' fees and costs.

16 71. During the Class Period, Class Members worked more than 8 hours in a day, entitling them
17 to overtime pay as alleged herein. However, Defendant knowingly and willfully failed to pay overtime
18 wages to Class Members, in violation of Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3(A).

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

21 **THIRD CAUSE OF ACTION**

22 **Failure to Pay Separately and Hourly for Rest Breaks and/or Failure to Authorize and Permit
23 Paid Rest Breaks and Failure to Pay Missed Rest Break Premiums**

24 **[Labor Code §§ 226.2, 226.7, 1194; Wage Order No. 4-2001, §§ 4, 12]**

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

27 74. Labor Code § 226.2(a)(1) states that "[e]mployees shall be compensated for rest and
28 recovery periods . . . separate from any piece-rate compensation."

75. Wage Order No. 4-2001, § 12(A) provides:

"(A) Every employer shall authorize and permit all employees to take rest periods, which
insofar as practicable shall be in the middle of each work period. The authorized rest period

1 time shall be based on the total hours worked daily at the rate of ten minutes net rest time
2 per four hours or major fraction thereof. However, a rest period need not be authorized for
3 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.”

4 76. Labor Code § 226.7(b) provides, “[a]n employer shall not require an employee to work
5 during a . . . rest or recovery period mandated pursuant to an applicable statute . . . or order of the Industrial
6 Welfare Commission.”

7 77. As set forth above, during the Class Period, Class Members regularly worked 3.5 or more
8 in a day.

9 78. Because at least some of the Class Members were piece-rate workers, Defendant violated
10 Labor Code § 226.2 by failing to compensate them for their time spent on rest breaks separately and apart
11 from the Course rate. As a result, Defendant also violated Labor Code § 1194 by failing to pay wages for
12 all hours worked.

13 79. Alternatively, even if Class Members all claims were paid a salary and not paid a piece
14 rate, they were non-exempt employees because they earned too little to qualify for exemption, and
15 Defendant therefore was required, but failed, to authorize and permit them to take timely paid off-duty
16 rest breaks. As a result, Defendant was required, but failed, to pay premium pay pursuant to Labor Code
17 § 226.7 and Wage Order No. 4-2001, § 12.

18 80. Plaintiff, on behalf of himself and all other Class Members, requests relief as described
19 below.

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

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

24 82. During the Wage Statement Subclass Period, Defendant failed to furnish Wage Statement
25 Subclass Members with accurate itemized wage statements containing total hours worked by the
26 employee, and all applicable hourly rates in effect during the pay period and the corresponding number
27 of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a).
28

1 83. Additionally, Defendant failed to furnish Wage Statement Subclass Members who were
2 paid by the piece, with accurate wage statements itemizing the number of piece-rate units earned and any
3 applicable piece rate; total hours of compensable rest and recovery periods, the rate of compensation, and
4 the gross wages paid for those periods during the pay period, in violation of Labor Code §§ 226(a) and
5 226.2(a).

6 84. Defendant's failure to furnish accurate itemized wage statements to Wage Statement
7 Subclass Members was knowing and intentional.

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

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

14 87. Plaintiff, on behalf of himself and all other Wage Statement Subclass Members, requests
15 relief as described below.

16 **FIFTH CAUSE OF ACTION**
17 **Failure to Reimburse Business Expenses**
 [Labor Code § 2802]

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

20 89. Under Labor Code § 2802, "[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 90. Defendant did not fully reimburse Class Members and Expense Reimbursement Class
24 Members for necessary business expenses, including but not limited to the cost of home internet,
25 mobile/home phone service, computers, web cameras, microphones or headsets with microphones,
26 electricity, printers, ink toner/cartridges and paper, and other expenses associated with working from a
27
28

1 home, in violation of Labor Code § 2802. Defendant required and/or expected Class Members and
2 Expense Reimbursement Class Members to incur these expenses to perform their job duties.

3 91. Plaintiff, on behalf of himself and all other Class Members and Expense Reimbursement
4 Class Members, requests relief as described below.

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

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

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

17 94. Beginning at least four years prior to the filing of this Complaint, Defendant committed,
18 and continues to commit, acts of unfair competition as defined in the UCL by failing to pay Class Members
19 separately and hourly for nonproductive time, failing to pay for all hours worked, failing to pay overtime
20 wages, failing to pay separately and hourly for rest breaks and/or failing to authorize and permit off-duty
21 paid rest breaks, and failing to fully reimburse Class Members' and Expense Reimbursement Class
22 Members' necessary business expenses, in violation of Labor Code §§ 226.2, 226.7, 1194, 2802 and Wage
23 Order No. 4-2001, §§ 4, 12.

24 95. Defendant's conduct as herein alleged has damaged Class Members and Expense
25 Reimbursement Class Members and was substantially injurious to them.

26 96. The harm to Class Members and Expense Reimbursement Class Members resulting from
27 Defendant's Labor Code violations outweighs the utility, if any, of Defendant's policies and practices.
28 Therefore, Defendant's actions described herein constitute an unfair business practice or act within the
meaning of the UCL.

1 97. Plaintiff, on behalf of himself and all other Class Members and Expense Reimbursement
2 Class Members, requests relief as described below.

3 **SEVENTH CAUSE OF ACTION**

4 **Civil Penalties**

5 **[Labor Code §§ 2698 *et seq.*]**

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

8 99. Plaintiff seeks PAGA penalties on behalf of himself, Aggrieved Employees, and Expense
9 Reimbursement Aggrieved Employees, as follows:

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

11 100. During the PAGA Period, Defendant failed to issue accurate itemized wage statements by
12 failing to list on the wage statements total hours worked, all applicable hourly rates in effect during the
13 pay period, and the corresponding number of hours worked at each hourly rate, in violation of Labor
14 Code § 226(a)(2) and (9).

15 101. Additionally, as piece-rate workers, Aggrieved Employees were also entitled to receive
16 wage statements that included entries for the number of pieces earned and the piece rate paid. However,
17 Defendants also violated Labor Code §§ 226(a)(3) and 226.2(a)(2) because it did not include any of this
18 required information on the wage statements issued to Aggrieved Employees.

19 102. Therefore, throughout the PAGA Period, Defendant failed to issue accurate itemized wage
20 statements, in violation of Labor Code §§ 226(a) and 226.2(a), and failed to keep the records required in
21 Section 226(a).

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

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

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

1 105. During the PAGA Period, Defendant did not pay wages to Aggrieved Employees semi-
2 monthly and did not pay for work performed between the 1st and the 15th of the month before the 26th
3 day of the month, in violation of Labor Code § 204.

4 106. As a result, Plaintiff and Aggrieved Employees are entitled to two hundred fifty dollars
5 (\$250) per employee per initial violation, and one thousand dollars (\$1,000) per employee per subsequent
6 violation, in accordance with Labor Code § 226.3.

7 107. Alternatively, Plaintiff and Aggrieved Employees are entitled to the default PAGA penalty
8 under Labor Code § 2699(f)(2) of one hundred dollars (\$100) per employee per pay period for each initial
9 violation and two hundred dollars (\$200) per employee per pay period for each subsequent violation.

10 ***Violation of Labor Code §§ 226.2, 1194, 1194.2, 1197.1***

11 108. During the PAGA Period, Defendants did not compensate Aggrieved Employees for their
12 time non-productive time, and/or all hours worked, including but not limited to the time spent on
13 mandatory trainings, such as FERPA, ADA, Family Education Right to Privacy Act, Harassment, Faculty
14 Communication Standards, as well as the time spent completing a Professional Development Plan, in
15 violation of Labor Code §§ 226.2, 1194, 1194.2, 1197.1, and Wage Order No. 4-2001, § 4.

16 109. Pursuant to Labor Code § 2699(f), Plaintiff and Aggrieved Employees are entitled to one
17 hundred dollars (\$100) per employee per pay period for each initial violation and two hundred fifty dollars
18 (\$250) per employee per pay period for each subsequent violation, in accordance with Labor Code §
19 1197.1(a)(1)-(2).

20 110. Alternatively, Plaintiff and Aggrieved Employees are entitled to the default PAGA penalty
21 under Labor Code § 2699(f)(2) of one hundred dollars (\$100) per pay period for each initial violation of
22 Labor Code §§ 226.2 and 1194, and two hundred dollars (\$200) per pay period for each subsequent
23 violation.

24 ***Violation of Labor Code § 1194 and 510***

25 111. During the PAGA Period, Aggrieved Employees worked more than 8 hours in a day when,
26 for example, they were required to turn around term-end grades within three days after students submitted
27 final exams/papers. However, in such instances, Defendant did not pay Aggrieved Employees overtime
28 wages, in violation of Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3(A).

1 112. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
2 one hundred dollars (\$100) per pay period for each initial violation of Labor Code § 510, and two hundred
3 dollars (\$200) per pay period for each subsequent violation.

4 ***Violation of Labor Code §§ 226.2 and 226.7***

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

9 114. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
10 one hundred dollars (\$100) per pay period for each initial violation of Labor Code §§ 226.2 and 226.7,
11 and two hundred dollars (\$200) per pay period for each subsequent violation.

12 ***Violation of Labor Code § 201-202***

13 115. During the PAGA Period, as a consequence of Defendant's failure to pay wages for all
14 hours worked and/or failure to pay separately and apart from the piece-rate for nonproductive time,
15 Aggrieved Employees did not receive all compensation due to them upon discharge or separation from
16 employment. In addition, when an Aggrieved Employee completed an assignment without being issued
17 another assignment, the final pay was not paid upon discharge or separation, but rather on the next
18 regularly scheduled payroll date. As a result, Defendant violated Labor Code §§ 201-202 by not paying,
19 and/or not timely paying, Aggrieved Employees all wages due to them upon discharge or separation from
20 employment.

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

24 ***Violation of Labor Code § 246***

25 117. During the PAGA Period, Defendants failed to provide Aggrieved Employees' with paid
26 sick time, as required under Labor Code § 246, Aggrieved Employees are entitled to one hundred dollars
27 (\$100) for each initial violation of Labor Code § 246(l), and two hundred dollars (\$200) for each
28 subsequent violation, pursuant to Labor Code § 2699(f)(2).

1 ***Violation of Labor Code § 2802***

2 118. During the PAGA Period, Defendant did not reimburse Expense Reimbursement
3 Aggrieved Employees for necessary business expenses, including but not limited to the costs of internet,
4 mobile/home phone service, computers, web cameras, microphones or headsets with microphones,
5 electricity, printers, ink toner/cartridges and paper, and other expenses associated with working from a
6 home office, in violation of Labor Code § 2802. Defendant knew that Expense Reimbursement Aggrieved
7 Employees had to incur such expenses because Defendant employed Expense Reimbursement Aggrieved
8 Employees to teach and/or work online from remote locations without providing any equipment and
9 without directly paying for necessary services such as internet, and also employed other Expense
10 Reimbursement Aggrieved Employees to work remotely.

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

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff, on behalf of himself and the Class and the Expense Reimbursement
16 Class, prays for the following relief:

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

20 B. On the First Cause of Action: That the Court find and declare that Defendant violated
21 Labor Code §§ 226.2, 1194, and 1194.2 and Wage Order No. 4-2001, § 4 by failing to pay Class Members
22 separately from the piece and hourly for nonproductive time and by failing to pay for all hours worked,
23 and award Class Members the amount of their unpaid minimum wages plus liquidated damages in an
24 additional amount equal to the amount of wages unlawfully withheld during the Class Period.

25 C. On the Second Cause of Action: That the Court find and declare that Defendant violated
26 Labor Code §§ 510 and 1194 and Wage Order No. 4-2001, § 3 by failing to pay Class Members overtime
27 compensation, and award Class Members the amount of their unpaid overtime wages.

1 D. On the Third Cause of Action: That the Court find and declare that Defendant violated
2 Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001, §§ 4, 12 by failing to pay Class Members
3 for their time spent on rest breaks hourly and separately apart from the piece rate, and/or that Defendant
4 violated Labor Code § 226.7 and Wage Order No. 4-2001, § 12 by failing to authorize and permit timely
5 off-duty paid rest breaks, and award the Class unpaid premium pay for missed rest breaks.

6 E. On the Fourth Cause of Action: That the Court find and declare that Defendant violated
7 Labor Code §§ 226(a), (e) and 226.2(a); award Wage Statement Subclass Members statutory penalties
8 under Labor Code § 226(e); enjoin Defendant under Labor Code § 226(h) from continuing to issue
9 unlawful wage statements; and award reasonable attorneys' fees and costs.

10 F. On the Fifth Cause of Action: That the Court find and declare that Defendant violated
11 Labor Code § 2802 by failing to fully reimburse Class Members and Expense Reimbursement Class
12 Members for necessary business expenses, and award Class Members and Expense Reimbursement Class
13 Members reimbursement of such expenses.

14 G. On the Sixth Cause of Action: That the Court find and declare that Defendant violated the
15 UCL by failing to pay Class Members separately and apart from the piece rate for nonproductive time,
16 failing to pay wages for all hours worked, failing to pay overtime wages, failing to pay separately and
17 apart from the piece rate for rest breaks and/or failing to authorize and permit compliant rest breaks, and
18 failing to fully reimburse Class Members and Expense Reimbursement Class Members necessary business
19 expenses; and award restitution to the Class and the Expense Reimbursement Class; and that the Court
20 enjoin Defendant from continuing to enforce policies and practices that violate Labor Code §§ 226.2,
21 226.7, 1194, and 2802 and Wage Order No. 4-2001, §§ 4, 12.

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

24 I. That the Court award attorneys' fees and costs of suit to the extent permitted by law,
25 including, but not limited to, Labor Code §§ 226(e), (h), 1194, 2802 and Cal. Civ. Proc. Code § 1021.5.

26 J. All other relief as this Court deems proper.
27
28

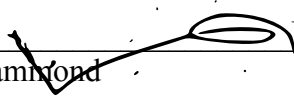
JURY DEMAND

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

Dated: September 12, 2022

Respectfully submitted,

HAMMONDLAW, P.C.



Julian Hammond

Attorneys for Plaintiff and the Putative Classes