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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

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

Plaintiff,

v.

CEC EMPLOYEE GROUP, LLC, a Delaware
Limited Liability Company, and **COLORADO
TECHNICAL UNIVERSITY, INC.**, a
Colorado Corporation

Defendants.

CASE NO. 2022-00322588

**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 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);
- (3) 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));
- (4) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802);
- (5) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
- (6) Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699).

DEMAND FOR JURY TRIAL

1 Plaintiff Christopher Pahl (“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, and unreimbursed expenses, statutory penalties, interest, injunctive
6 relief, restitution, and reasonable attorneys’ fees and costs under California Labor Code (“Labor Code”)
7 §§ 201-203, 226, 226.2, 226.7, 1194, 1194.2, 2802, Industrial Welfare Commission Wage Order (“Wage
8 Order”) No. 4-2001, §§ 4, 12, California Civil Procedure Code § 1021.5, and restitution under 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 by CEC Employee Group, LLC
11 (“CEC”) and Colorado Technical University, Inc. (“CTU”) (collectively referred to herein as
12 “Defendants”) in California as part-time adjunct instructors (“Class Members”) from four years prior to
13 the filing of this Complaint through to the trial date (“Class Period”).

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

18 3. Defendants’ 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 independent alternative reasons: first, Class Members are not paid a “salary,” as is required to be exempt
22 from such protections under Wage Order No. 4-2001; rather, they are piece-rate workers paid a
23 set/ascertainable amount per course taught or similar tasks paid by the piece. Second, even if Class
24 Members were paid a salary, they were not paid a monthly salary equivalent to at least two times the state
25 minimum wage for full-time employment, as is required to be exempt under Wage Order No. 4-2001.

26 5. Because Class Members are non-exempt piece-rate workers, pursuant to Labor Code
27 §§ 226.2, 1194, 1194.2 and Wage Order No. 4-2001, § 4, Defendants were required to pay Class Members
28 separately from the piece and hourly at least at the minimum wage for their nonproductive time.

1 Defendants, however, did not pay them separately and hourly for their nonproductive time (*i.e.*, time
2 separate from delivery of a course/assignment), including but not limited to time spent on course set up
3 and preparation, grading, attending trainings, completing professional development/activities form, and
4 attending their course evaluation meetings with their lead faculty or program chair. As a result,
5 Defendants are liable for unpaid wages.

6 6. In the alternative, even if Class Members' compensation is not considered a piece rate,
7 Class Members are non-exempt employees entitled to be paid for all hours worked, pursuant to Labor
8 Code §§ 1194, 1194.2 and Wage Order No. 4-2001, § 4. Defendants, however, do not pay them for all
9 hours worked, including but not limited to time spent on course set up and preparation, grading, attending
10 trainings, completing professional development/activities form, and attending their course evaluation
11 meetings with their lead faculty or program chair. On information and belief, the course pay Defendants
12 paid Class Members covered a set number of clock hours listed on the wage statements and set out in the
13 Faculty Handbook. The clock hours, however, were calculated only based on the number of weeks Class
14 Members spent delivering the course, and did not include the time spent outside those weeks on course
15 set up and preparation, and grading, or any of the other activities listed above in this paragraph.

16 7. In addition, whether or not Class Members' compensation is considered a piece rate,
17 Defendants also failed to pay Class Members for time spent preparing for courses that were ultimately
18 canceled due to low enrollment, in violation of Labor Code §§ 1194, 1194.2 and Wage Order No. 4-2001,
19 § 4. Defendants required Class Members, who all taught online courses, prior to a course start date, to
20 perform "prep" work, including reviewing his/her online courses before the start of classes and report any
21 issues or errors identified with the course to the Program Chair or Lead Faculty overseeing the course,
22 post a welcome announcement, post instructor's autobiography, designate and post office hours, set up
23 live chat schedule for all units. Defendants had a minimum enrollment policy and would cancel courses
24 due to low enrollment, making this decision after Class Members had performed the requisite prep work.
25 As a result, Defendants are liable for unpaid wages.

26 8. In addition, because Class Members are piece-rate workers, pursuant to Labor Code
27 § 226.2 and Wage Order No. 4-2001, § 12, Defendants were required to pay them separately and at their
28 average hourly rate for their time spent on rest breaks. Defendants, however, did not pay them separately

1 and hourly for their rest break time, and as a result Defendants are liable for either missed rest break
2 premium pay under Labor Code § 226.7(b) and Wage Order No. 4-2001, § 12 or, at the Class's option,
3 unpaid wages under Labor Code § 1194.

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

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

25 11. Defendants employ Class Members to teach exclusively online, and Defendants required
26 Class Members to use their home internet, electricity, computers, webcams and microphones,
27 mobile/home telephones, printers, ink toner/cartridges and paper, and other equipment and supplies in
28

1 order to carry out their job duties for Defendants. However, Defendants did not reimburse Class Members
2 for these necessarily incurred business expenses, in violation of Labor Code § 2802.

3 12. Defendants also employ Staff Class Members to work remotely from home. Defendants
4 require and/or expect Staff Class Members to use their home internet and other equipment and supplies
5 to carry out their work duties for Defendants. Defendants, however, do not reimburse Staff Class Members
6 for these necessarily incurred business expenses, in violation of Labor Code § 2802.

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

9 14. Plaintiff also brings this action as a representative action under the California Labor Code's
10 Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, for (a) civil penalties on
11 behalf of herself and part-time adjunct instructors ("Adjunct Aggrieved Employees") employed between
12 June 22, 2021 through to trial ("PAGA Period") for Defendants' violations of Labor Code §§ 201-203,
13 204, 226(a), 226.2, 226.7, 1194, 1194.2, 1197, and 246; and (b) for civil penalties on behalf of herself and
14 all individuals employed by Defendant in California during the PAGA Period who were required to work
15 from home ("Aggrieved Employees") for Defendants' violation of Labor Code § 2802.

16 **PARTIES**

17 15. Plaintiff Pahl is a resident of Glendale, California who has been employed by Defendants
18 as a part-time adjunct instructor in California beginning in 2018, teaching online courses at CTU. Given
19 CTU's online course offerings, Mr. Pahl worked remotely and not at any of Defendants' physical
20 locations. Throughout his employment, Mr. Pahl was subject to Defendants' unlawful conduct described
21 herein.

22 16. CEC Employee Group, LLC is an entity that provides services to Colorado Technical
23 University, Inc. CEC Employee Group, LLC is the entity listed on Plaintiff's and Class Members' wage
24 statements and W2 forms. Its principal place of business is located at 231 North Martingale Road,
25 Schaumburg, Illinois. CEC Employee Group, LLC's California offices is located at 2710 Gateway Oaks
26 Drive, Suite 150N Sacramento, California.

27 17. CTU is a private for-profit university formed in Colorado that offers undergraduate,
28 graduate, and doctoral degrees and enrolls over 25,000 students. Its principal place of business is located

1 at 231 North Martingale Road, Schaumburg, Illinois. CTU is not registered with the California Secretary
2 of State. CTU offers some courses in-person at its Colorado Springs and Aurora campuses in Colorado,
3 but approximately 92% of CTU's student enrollment is through its online-only program.

4 18. At all relevant times herein, the Defendants are and were employers as defined by all laws
5 under which this action is brought.

6 19. All claims stated herein are asserted against Defendants and any of their predecessors,
7 successors, and/or assigns.

8 **JURISDICTION**

9 20. This Court has jurisdiction over Class Members' claims for failure to pay separately and
10 hourly for nonproductive time and failure to pay wages for all hours worked pursuant to Labor Code
11 §§ 226.2, 1194, 1194.2 and Wage Order No. 4-2001, § 4.

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

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

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

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

23 25. This Court has jurisdiction over Waiting Time Penalty Subclass Members' claims for
24 compensation due upon discharge or separation from employment under Labor Code §§ 201-203.

25 26. This Court has jurisdiction over Class Members' claims for reimbursement of necessary
26 business expenses under Labor Code § 2802.

unreimbursed expenses, and inaccurate wage statements while conducting Defendants' business within Sacramento County.

FACTUAL ALLEGATIONS COMMON TO ALL CLASS MEMBERS

A. Defendants' Business and Class Members' Role in Business Operations

35. CEC Employee Group, LLC is a company that provides services to Colorado Technical University, Inc. and is an employer of Class Members. CEC Employee Group, LLC is listed as the employer on Plaintiff's and Class Members' wage statements and IRS W2 forms.

36. CTU is a private, for-profit university that offers online courses to students pursuing undergraduate, graduate degrees, and doctoral degrees. These programs are offered throughout the year on a quarter basis. Each quarter consists of 10 weeks of class time, and each quarter contains two 5 week sessions. Some of the courses run for 10 weeks, and some of the courses run for 5 weeks. Defendants employ part-time adjunct instructors, including Class Members, to teach online courses remotely.

37. Upon information and belief, Defendants have employed more than fifty Class Members during the Class Period.

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

38. During the Class Period, Class Members were paid on a piece-rate basis. Defendants employed Class Members to teach one or two courses at any given time, with the assignments generally described in a document identifying the assignment by course name, course code, number of course credits, and session during which the course was scheduled to be taught ("Assignment letter"). The Assignment letters also provided a set sum of money ("Course pay") Defendants paid Class Members for each assignment. The more courses (or other tasks, such as tutoring, or doctoral dissertation advisement) a Class Member completed, the more she or he was paid. The Course pay was based on the number of credit hours taught, the rank of the faculty member, and characteristics of the course being taught. The payment of a Course rate is a piece-rate method of compensation.

39. During the Class Period, Class Members were non-exempt employees because they were paid on a piece-rate basis, not a salary basis as is required to be exempt under Wage Order No. 4-2001, § 1(A).

1 40. Class Members' compensation was not a salary because Defendants reserved the right to
2 cancel a course for low enrollment, including after the course began, and pay Class Members either
3 nothing, if a course was cancelled before the start of classes, or a prorated amount for the period worked
4 after the start of classes.

5 41. In the alternative, even if Class Members' pay were considered a salary, it was too low to
6 qualify for exemption because it was not at least the monthly salary equivalent of two times the California
7 minimum wage for full-time employment, as is required to be exempt under Wage Order No. 4-2001,
8 § 1(A).¹

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

11 42. Because Class Members are piece-rate workers, pursuant to Labor Code §§ 226.2, 1194,
12 1194.2 and Wage Order No. 4-2001, § 4, Defendants were required, but failed, to pay Class Members
13 separately from the piece and hourly at least at the minimum wage for their nonproductive time, including
14 but not limited to time spent on completing a pre-session survey, which required Class Members to review
15 and investigate the course postings and report any errors or issues to the lead faculty or program chair;
16 course set-up, including posting a welcome announcement, Class Member's autobiography, designating
17 and posting office hours, and setting up live chat for all units; other course preparation; grading and grade
18 submission, and grading and submission of grades for those students who have incomplete grades after
19 the end of an academic term; online trainings, such as FERPA, PROD Ethics, and Information Technology
20 training, complete a lengthy and detailed professional development and scholarly/professional activities
21 form, and attend/participate in their course evaluations meetings with their lead faculty or program chair.

22 43. Even if Adjunct Aggrieved Employees were not piece-rate workers, Defendants did not
23 pay Class Members for the nonproductive time mentioned above, in violation of Labor Code §§ 1194,
24 1194.2 and Wage Order No. 4-2001, § 4.

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 Defendants are not formed in California. *See* Labor Code § 515.7(a) incorporating Education
Code § 66010(b).

1 44. Defendants provide a set number of weekly “clock” hours based on the number of credit
2 hours assigned to a course that Defendants estimate Class Members work to complete their course
3 assignments. Defendants listed those clock hours on the wage statements issued to Class Members.
4 However, the total clock hours allotted for a 5-week course or a 10-week course were only based on the
5 weekly clock hours multiplied by 5 for a 5-week course and, upon information and belief, multiplied by
6 10 for a 10-week course. For example, for a 4-credit hour course, Defendants stated in the Faculty
7 Handbook that a Class Member was estimated to work 12.25 clock hours per week. Defendants issued
8 two wage statements for 5-week classes and listed “30.62” hours on one of the wage statements and
9 “30.63” on the other, for a total of 61.25 hours. 12.25 hours multiplied by 5 weeks equals 61.25. As a
10 result, the clock hours are not sufficient to cover all the work performed, including all the work that took
11 place before the first day of classes and after the last day of classes, as well as the hours spent on mandatory
12 trainings, completing required forms, and attending meetings.

13 45. During the Class Period, Class Members worked at least 3.5 hours or more in a day, and
14 were entitled to a 10-minute paid rest break for every day on which they worked for 3.5 hours, pursuant
15 to Wage Order No. 4-2001, § 12 (entitlement to rest break is based on “the total hours worked daily” not
16 consecutive time worked). Defendants knew or should have known that Class Members worked 3.5 hours
17 in a day.

18 46. Because Class Members are piece-rate workers, pursuant to Labor Code §§ 226.2, 1194
19 and Wage Order No. 4-2001, §§ 4, 12, Defendants were required, but failed, to pay Class Members for
20 their time spent on rest breaks separately and apart from the piece.

21 47. In the alternative, if Class Members’ compensation is not considered a piece rate, as non-
22 exempt employees Class Members were entitled to off-duty paid rest breaks for 3.5 hours or more of
23 work, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 12. However, as a matter of policy
24 and/or practice, Defendants failed to authorize and permit Class Members to take off-duty rest breaks and
25 failed to pay premium pay for missed rest breaks, in violation of Labor Code § 226.7 and Wage Order
26 No. 4-2001, § 12.

1 ***D. Defendants' Compensation Practices Resulted in Failure to Issue Accurate Itemized Wage***
2 ***Statements and Failure to Pay Wages Twice Per Month***

3 48. During the Wage Statement Subclass Period, Defendants failed to issue accurate itemized
4 wage statements to Wage Statement Subclass Members. Under Labor Code § 226(a)(2) and (a)(9)
5 Defendants were required, but failed, to furnish them with wage statements containing accurate entries
6 for the total hours worked by the employee, all applicable hourly rates in effect during the pay period, and
7 the corresponding number of hours worked by the employee at each hourly rate.

8 49. Defendants did not require Wage Statement Subclass Members to track their hours worked
9 and therefore could not list the actual number of hours worked. Instead, as stated above, Defendants listed
10 on the wage statements they issued to the Wage Statement Subclass Members the set "clock" hours under
11 the "Hours" column. Additionally, under the "Rate" column on the wage statements Defendants provided
12 no information. The wage statements also contained a "Pay Rate" section which listed the hourly rate as
13 "\$0.000000."

14 50. Additionally, because Wage Statement Subclass Members are piece-rate workers, under
15 Labor Code § 226(a)(3) Defendants were required, but failed, to furnish Wage Statement Subclass
16 Members with wage statements that included the number of piece-rate units earned and any applicable
17 piece rate, and under Labor Code § 226.2(a) to furnish them with wage statements that itemized total
18 hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for
19 those periods during the pay period.

20 51. Defendants' practice of furnishing Wage Statement Subclass Members incomplete and/or
21 inaccurate wage statements was not an isolated and unintentional payroll error due to a clerical or
22 inadvertent mistake, but rather was willful and intentional and the result of Defendants' regular
23 compensation policies.

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

28 53. In addition, Class Members were entitled to be paid twice per month under Labor Code §
204(a) which requires that "[l]abor performed between the 1st and 15th days, inclusive, of any calendar

1 month ... paid for between the 16th and the 26th day of the month during which the labor was performed,
2 and labor performed between the 16th and the last day, inclusive, of any calendar month, ...paid for
3 between the 1st and 10th day of the following month.” Defendants, however, did not pay for work
4 performed between the 1st and the 15th of the month before the 26th day of the month, in violation of
5 Labor Code § 204(a). For example, Defendant paid Class Members for work performed between May 9
6 and 24, 2022, on May 31, 2022.

7 54. In addition, the wage statements Defendants issued to Class Members did not cover the
8 entire period during which they performed work, including the period between the first day of classes and
9 the last day of classes. For example, for a 5-week course that began on January 25, 2022 and ended on
10 February 28, 2022, Defendants issued two wage statements, on February 28, 2022 and March 15, 2022.
11 For a 10-week course that began on January 25, 2022 and ended on April 4, 2022, Defendants issued four
12 wage statements, on February 28, March 15, March 31, and April 15, 2022.

13 ***E. Defendant Failed to Provide Paid Sick Leave***

14 55. Under the Labor Code § 246(l), “an employer shall calculate paid sick leave using any of
15 the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same
16 manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether
17 or not the employee actually works overtime in that workweek; (2) Paid sick time for nonexempt
18 employees shall be calculated by dividing the employee’s total wages, not including overtime premium
19 pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

20 56. Plaintiff and Class Members who worked for Defendants for 30 or more days within a year
21 from commencement of their employment, were entitled to receive paid sick leave pursuant to Labor Code
22 §§ 246, et seq. CTU, however, failed to provide Plaintiff and Class Members with paid sick leave. CTU’s
23 Faculty Handbook provides that Adjunct Faculty in certain geographic jurisdictions may be eligible to
24 accrue and use paid sick leave. Plaintiff and Class Members’ wage statements, however, do not list any
25 available sick leave, nor is Plaintiff aware of any sick leave being available him or to other Class Members.

26 ***F. Defendants Failed to Fully Reimburse Class Members for Necessary Business Expenses***

27 57. Defendants did not fully reimburse Class Members for necessary business expenses they
28 incurred, including but not limited to the cost of internet, computers, webcams, microphones, home or

cellular telephones, printers, ink toner/cartridges and paper, and other expenses associated with working from a home office, in violation of Labor Code § 2802. Class Members taught exclusively online for Defendants, and Defendants were and are well aware that Class Members incur such expenses to perform their job duties for Defendants. Defendants reimbursed Class Members \$12.50 per pay period for such expenses. However, this amount was not sufficient to reimburse Class Members for all the expenses listed above they incurred in the discharge of their duties for Defendants.

FACTUAL ALLEGATIONS COMMON TO ALL STAFF CLASS MEMBERS

G. Defendants Failed to Fully Reimburse Staff Class Members for Necessary Business Expenses

58. Upon information and belief, CEC Employees Group, LLC and Colorado Technical University, Inc. employed Staff Class Members.

59. Upon information and belief, Staff Class Members worked remotely throughout the Class Period, and as a result incurred home offices expenses in order to discharge their duties for Defendants. Those home offices expenses include, but are not limited to, the cost of internet, electricity, computers, webcams and microphones, mobile/home telephones, printers, ink toner/cartridges and paper, and other expenses associated with working from a home office.

60. Staff Class Members worked from home and Defendants were and are well aware that Class Members incur such expenses to perform their job duties for Defendants. However, Defendants failed to reimburse Staff Class Members fully for those expenses fully or at all.

H. Defendants' Labor Code Violations Were Unfair Business Practices

61. From at least four years prior to filing this complaint, through the present, Defendants have adopted and used unfair and/or unlawful business practices to reduce Class Members' and Staff Class Members' compensation and increase profits. These practices include failing to pay Class Members separately from the piece and hourly for nonproductive time, failing to pay wages for all hours worked, failing to pay separately from the piece and hourly for rest breaks and/or failing to authorize and permit off-duty paid rest breaks, failing to pay premium pay for missed breaks, and failing to fully reimburse Class Members' and Staff Class Members' necessary business expenses.

1 **CLASS ACTION ALLEGATIONS**

2 62. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the
3 Class, the Wage Statement Subclass, and the Staff Class Members. Upon information and belief, there
4 are more than fifty Class Members. The members of the Class are so numerous that joinder of all members
5 is impractical.

6 63. Plaintiff's claims are typical of the claims of the members of the Classes and Subclass
7 because they were part-time adjunct instructors employed and paid pursuant to Assignment letters a set
8 course rate, and worked remotely from their home offices, and were (a) not paid separately and hourly for
9 nonproductive time, (b) not paid for all hours worked, (c) not paid separately and hourly for rest breaks
10 and/or not permitted off-duty paid rest breaks and premium pay for missed rest breaks, (d) subject to
11 Defendants' policies and/or practices of not tracking hours worked, (g) not provided an accurate and
12 itemized wage statement for each pay period, (h) not reimbursed for necessary business expenses.

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

17 65. Common questions of law and fact exist as to all members of the Classes and the Subclass
18 and predominate over any questions solely affecting individual members of the Classes and Subclass.
19 Among the questions of law and fact common to Plaintiff, the Classes, and the Subclass are the following:

- 20 a. Whether Class Members are paid on a piece-rate basis;
- 21 b. Whether Class Members are entitled to separate and hourly pay for nonproductive time
22 under Labor Code §§ 226.2, 1194 and Wage Order No. 4-2001, § 4;
- 23 c. Whether Class Members are non-exempt employees, entitled to at least minimum wage
24 for all hours worked under Labor Code § 1194 and Wage Order No. 4-2001, § 4;
- 25 d. Whether Defendants are liable for liquidated damages to Class Members under Labor Code
26 § 1194.2 for failure to pay for nonproductive time and for all hours worked;
- 27 e. Whether Class Members are entitled to separate and hourly pay for rest breaks under Labor
28 Code §§ 226.2, 1194 and Wage Order No. 4-2001, §§ 4, 12;

- 1 f. Whether Class Members are non-exempt employees, entitled to timely paid off-duty rest
2 breaks under Labor Code § 226.7 and Wage Order No. 4-2001, § 12;
- 3 g. Whether Defendants violated Labor Code § 226.7 and Wage Order No. 4-2001, § 12 by
4 failing to pay one hour of premium pay to each Class Member for each day that a compliant
5 rest period was not provided;
- 6 h. Whether Defendants failed to establish and/or implement policies applicable to Class
7 Members regarding tracking hours worked and rest breaks;
- 8 i. Whether Defendants violated Labor Code § 226.7 and Wage Order No. 4-2001, § 11 by
9 failing to pay one hour of premium pay to each Class Member for each day that an off-duty
10 meal break was not provided;
- 11 j. Whether Defendants violated Labor Code §§ 226(a) and 226.2(a) by failing to issue
12 accurate itemized wage statements to Wage Statement Subclass Members;
- 13 k. Whether Defendants' violations of Labor Code §§ 226(a) and 226.2(a) were knowing and
14 intentional;
- 15 l. Whether Wage Statement Subclass Members suffered injury for the purposes of Labor
16 Code § 226(e);
- 17 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse Class Members
18 for necessary business expenses;
- 19 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse Staff Class
20 Members for necessary business expenses;
- 21 o. Whether these violations constitute unfair, unlawful, and fraudulent business practices, in
22 violation of the UCL, Bus. & Prof. Code §§ 17200 *et seq.*;
- 23 p. Whether Class Members are entitled to restitution under Bus. & Prof. Code §§ 17200 *et*
24 *seq.* for uncompensated hours worked, uncompensated rest periods, unpaid premium pay,
25 and unreimbursed business expenses;
- 26 q. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff,
27 the Classes, and the Subclass;
- 28 r. Whether the Class is entitled to declaratory relief; and

1 s. Whether the Class is entitled to injunctive relief.

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

10 67. Defendants' actions are generally applicable to the entire Class and Staff Class.
11 Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or
12 varying adjudications of the issues presented herein, which, in turn, would establish incompatible
13 standards of conduct for Defendants.

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

18 **FIRST CAUSE OF ACTION**

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

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

23 70. Labor Code § 1194(a) provides, in relevant part:

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

28 71. Labor Code § 1194.2 provides, in relevant part:

"In any action under Section . . . 1194 . . . to recover wages because of the payment of a
wage less than the minimum wage fixed by an order of the commission or by statute, an

1 employee shall be entitled to recover liquidated damages in an amount equal to the wages
2 unlawfully unpaid and interest thereon.”

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

5 73. As set forth above, during the Class Period, Class Members were paid a Course rate, which
6 is a piece rate (*i.e.*, a set amount per course taught, or other assignments), but Defendants did not
7 compensate them separately and apart from the Course rate for time spent on nonproductive tasks separate
8 from delivery of the assignment, including but not limited to time spent working before and after first and
9 last day of classes, attending trainings, meetings, and completing required forms and documents.

10 74. Accordingly, pursuant to Labor Code §§ 226.2, 1194, 1194.2, and Wage Order No. 4-2001,
11 § 4, Class Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated
12 damages in an additional amount equal to the total amount of applicable minimum wages unlawfully
13 withheld during the Class Period for Class Members’ nonproductive time.

14 75. Alternatively, under the theory that Class Members are not piece-rate employees, pursuant
15 to Labor Code §§ 1194, 1194.2 and Wage Order No. 4-2001, § 4, Defendants were required, but failed,
16 to compensate Class Members for all hours worked because they are non-exempt employees. Thus, Class
17 Members are entitled to recover, at a minimum, their unpaid hourly wages, plus liquidated damages in an
18 additional amount equal to the total amount of applicable minimum wages unlawfully withheld during
19 the Class Period for Class Members’ unpaid hours worked.

20 76. Whether or not Class Members’ compensation is considered a piece rate, during the Class
21 Period Defendants failed to pay Class Members for all hours worked in preparing for a course when
22 Defendants canceled the course before the start of classes, as described above, in violation of Labor Code
23 §§ 1194, 1194.2 and Wage Order No. 4-2001, § 4. Thus, Class Members are entitled to recover, at a
24 minimum, their unpaid hourly wages, plus liquidated damages in an additional amount equal to the total
25 amount of applicable minimum wages unlawfully withheld during the Class Period for Class Members’
26 unpaid hours worked.

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

1 **SECOND CAUSE OF ACTION**

2 **Failure to Pay Separately and Hourly for Rest Breaks and/or Failure to Authorize and Permit**
3 **Paid Rest Breaks and Failure to Pay Missed Rest Break Premiums**
4 **[Labor Code §§ 226.2, 226.7, 1194; Wage Order No. 4-2001, §§ 4, 12]**

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

7 79. Labor Code § 226.2(a)(1) states that “[e]mployees shall be compensated for rest and
8 recovery periods . . . separate from any piece-rate compensation.”

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

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

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

20 82. As set forth above, during the Class Period, Class Members regularly worked 3.5 or more
21 in a day.

22 83. Because Class Members were piece-rate workers, Defendants violated Labor Code § 226.2
23 by failing to compensate them for their time spent on rest breaks separately and apart from the Course
24 rate. As a result, Defendants also violated Labor Code § 1194 by failing to pay wages for all hours
25 worked.

26 84. Alternatively, even if Class Members were not paid a piece rate, they were non-exempt
27 employees because they earned too little to qualify for exemption, and Defendants therefore were
28 required, but failed, to authorize and permit them to take timely paid off-duty rest breaks. As a result,
29 Defendants were required, but failed, to pay premium pay pursuant to Labor Code § 226.7 and Wage
30 Order No. 4-2001, § 12.

31 85. Plaintiff, on behalf of himself and all other Class Members, requests relief as described
32 below.

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

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

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

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

89. Defendants' failure to furnish accurate itemized wage statements to Wage Statement Subclass Members was knowing and intentional.

90. Wage Statement Subclass Members suffered injury as a result of Defendants' knowing and intentional failure to comply with Labor Code §§ 226(a) and 226.2(a).

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

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

FOURTH CAUSE OF ACTION
Failure to Reimburse Business Expenses
[Labor Code § 2802]

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

94. Under Labor Code § 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his

1 or her duties.”

2 95. Defendants did not fully reimburse Class Members and Staff Class Members for necessary
3 business expenses, including but not limited to the cost of internet, electricity, computers, webcams and
4 microphones, mobile/home telephones, printers, ink toner/cartridges and paper, and other expenses
5 associated with working from a home, in violation of Labor Code § 2802. Defendants were required and
6 expected Class Members and Staff Class Members to incur these expenses to perform their job duties.

7 96. Plaintiff, on behalf of himself and all other Class Members and Staff Class Members,
8 requests relief as described below.

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

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

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

21 99. Beginning at least four years prior to the filing of this Complaint, Defendants committed,
22 and continue to commit, acts of unfair competition as defined in the UCL by failing to pay Class Members
23 separately and hourly for nonproductive time, failing to pay for all hours worked, failing to pay separately
24 and hourly for rest breaks and/or failing to authorize and permit off-duty paid rest breaks, and failing to
25 fully reimburse Class Members’ and Staff Class Members’ necessary business expenses, in violation of
26 Labor Code §§ 226.2, 226.7, 1194, 2802 and Wage Order No. 4-2001, §§ 4, 12.

27 100. Defendants’ conduct as herein alleged has damaged Class Members and Staff Class
28 Members and was substantially injurious to them.

1 101. The harm to Class Members resulting from Defendants' Labor Code violations outweighs
2 the utility, if any, of Defendants' policies and practices. Therefore, Defendants' actions described herein
3 constitute an unfair business practice or act within the meaning of the UCL.

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

6 **SIXTH CAUSE OF ACTION**
7 **Civil Penalties**
8 **[Labor Code §§ 2698 *et seq.*]**

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

11 104. Plaintiff seeks PAGA penalties on behalf of himself, Adjunct Aggrieved Employees, for
12 the following violations:

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

14 105. During the PAGA Period, Defendants did not compensate Adjunct Aggrieved Employees
15 for their time non-productive time separately from the piece, or at all, in violation of Labor Code §§ 226.2,
16 1194, 1194.2, 1197.1, and Wage Order No. 4-2001, § 4.

17 106. Pursuant to Labor Code § 2699(f), Plaintiff and Adjunct Aggrieved Employees are entitled
18 to one hundred dollars (\$100) per employee per pay period for each initial violation and two hundred fifty
19 dollars (\$250) per employee per pay period for each subsequent violation, in accordance with Labor Code
20 § 1197.1(a)(1)-(2).

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

25 ***Violation of Labor Code §§ 226.2, 226.7***

26 108. During the PAGA Period, Defendants failed to pay Adjunct Aggrieved Employees for their
27 time spent on rest breaks separately and apart from the piece, in violation of Labor Code § 226.2.
28 Defendants 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.

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

4 ***Violation of Labor Code § 204 and 226(a)***

5 110. During the PAGA Period, Defendants did not pay Adjunct Aggrieved Employees for work
6 performed between the 1st and the 15th of the month before the 26th day of the month, as required under
7 Labor Code § 204.

8 111. In addition, the wage statements Defendants issued to Adjunct Aggrieved Employees did
9 not cover the entire period during which Adjunct Aggrieved Employees performed work, including the
10 period between the first day of classes and the last day of classes.

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

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

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

19 114. During the PAGA Period, Defendants failed to issue accurate itemized wage statements
20 by failing to list on the wage statements total hours worked, all applicable hourly rates in effect during
21 the pay period, and the corresponding number of hours worked at each hourly rate, in violation of Labor
22 Code § 226(a)(2) and (9).

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

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

1 violation.

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

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

7 118. During the PAGA Period, Defendants failed to pay Aggrieved Employees their final wages
8 on their discharge from employment, in violation of Labor Code § 201.

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

12 ***Violation of Labor Code § 246***

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

17 ***Violation of Labor Code § 2802***

18 121. During the PAGA Period, Aggrieved Employees incurred home office expenses including
19 but not limited to the costs of internet, mobile/home, phone service, computers that meet certain technical
20 requirements and specifications, web cameras, microphones or headsets with microphones, electricity,
21 printers, ink toner/cartridges and paper, and other expenses associated with working from a home office,
22 in order to carry out their job duties for Defendants. However, Defendants did not reimburse them for
23 these expenses fully or at all in violation of § 2802 of the California Labor Code.

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

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of himself and the Class and the Staff Class, prays for the
3 following relief:

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

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

12 C. On the Second Cause of Action: That the Court find and declare that Defendants violated
13 Labor Code §§ 226.2 and 1194 and Wage Order No. 4-2001, §§ 4, 12 by failing to pay Class Members
14 for their time spent on rest breaks hourly and separately apart from the Course rate, and/or that Defendants
15 violated Labor Code § 226.7 and Wage Order No. 4-2001, § 12 by failing to authorize and permit timely
16 off-duty paid rest breaks, and award the Class unpaid premium pay for missed rest breaks.

17 D. On the Third Cause of Action: That the Court find and declare that Defendants violated
18 Labor Code §§ 226(a), (e) and 226.2(a); award Wage Statement Subclass Members statutory penalties
19 under Labor Code § 226(e); enjoin Defendants under Labor Code § 226(h) from continuing to issue
20 unlawful wage statements; and award reasonable attorneys' fees and costs.

21 E. On the Fourth Cause of Action: That the Court find and declare that Defendants violated
22 Labor Code § 2802 by failing to fully reimburse Class Members and Staff Class Members for necessary
23 business expenses, and award Class Members and Staff Class Members reimbursement of such expenses.

24 F. On the Fifth Cause of Action: That the Court find and declare that Defendants violated the
25 UCL by failing to pay Class Members separately and apart from the Course rate for nonproductive time,
26 failing to pay wages for all hours worked, failing to pay separately and apart from the Course rate for rest
27 breaks and/or failing to authorize and permit compliant rest breaks, and failing to fully reimburse
28 necessary business expenses; and award restitution to the Class and the Staff Class; and that the Court

1 enjoin Defendants from continuing to enforce policies and practices that violate Labor Code §§ 226.2,
2 226.7, 1194, and 2802 and Wage Order No. 4-2001, §§ 4, 12.

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

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

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

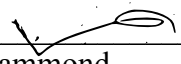
8 **JURY DEMAND**

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

10 Dated: September 6, 2022

11 Respectfully submitted,

12 HAMMONDLAW, P.C.

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14 _____
15 Julian Hammond

16 *Attorneys for Plaintiff and the Putative Classes*
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