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Assigned for all purposes:  
Judge Peter Wilson  
Dept. CX101

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**ORANGE COUNTY**

**SHAHLA ALDAVOODI**, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

**WEST COAST UNIVERSITY, INC.**, a  
California Corporation,

Defendant.

CASE NO. 30-2023-01316058-CU-OE-CXC

**REPRESENTATIVE ACTION COMPLAINT  
FOR CIVIL PENALTIES PURSUANT TO  
PRIVATE ATTORNEYS GENERAL ACT  
(CAL. LABOR CODE §§ 2698 *ET SEQ.*)**

1 Plaintiff Shahla Aldavoodi ("Plaintiff"), on behalf of herself and all other aggrieved employees,  
2 complains and alleges the following:

### 3 **INTRODUCTION**

4 1. This is a representative action under the Private Attorneys General Act of 2004, codified  
5 at California Labor Code ("Labor Code") §§ 2698 et seq. ("PAGA") for civil penalties, attorneys fees and  
6 costs on behalf of Plaintiff and all other current and former non-exempt employees ("Non-Exempt  
7 Aggrieved Employees") employed by Defendant West Coast University, Inc. ("Defendant") in California  
8 at any time from January 24, 2022 through to the date of trial ("PAGA Period") for violation of Labor  
9 Code §§ 226.7, 512 and IWC Wage Order No. 4-2001 ("Wage Order No. 4"), § 11, and on behalf of  
10 Plaintiff and all other current and former employees of Defendant employed in California at any time  
11 during the PAGA Period ("Aggrieved Employees"), for violation of Labor Code § 2802.

12 2. During the PAGA Period, Defendant scheduled and/or required and/or expected Plaintiff  
13 and Non-Exempt Aggrieved Employees to work more than 5 hours (and more than 6 hours) in a day and  
14 more than 10 hours (and more than 12 hours) in a day. Defendant maintained a meal break policy  
15 applicable to Plaintiff and Non-Exempt Aggrieved Employees. However, despite maintaining a meal  
16 break policy, Defendant routinely impeded Plaintiff's and Non-Exempt Aggrieved Employees' ability to  
17 take timely, off-duty meal breaks in violation of Labor Code § 512 and Wage Order No. 4, § 11(A), and  
18 had no policy and/or practice of paying premium pay for missed meal breaks in violation of Labor Code  
19 § 226.7 and Wage Order No. 4, § 11(B).

20 3. During the PAGA Period, Defendant also required and/or expected Plaintiff and Aggrieved  
21 Employees to work remotely from home, including to check their email, to grade and prepare lecture  
22 materials if they held teaching positions, and/or to teach online courses. As a result of working remotely  
23 from home, Plaintiff and Aggrieved Employees incurred home office expenses in order to carry out their  
24 job duties for Defendant. Those expenses include but are not limited to the cost of home internet,  
25 equipment, office supplies, and utilities ("Home Office Expenses"). Defendant knew or should have  
26 known that Plaintiff and Aggrieved Employees incurred Home Office Expenses. Defendant, however, did  
27 not reimburse them fully or at all. Defendant provided an internet expense reimbursement of \$25 per pay  
28 period in 2021, but eliminated it in 2022.

### 25 **PARTIES**

26 4. Plaintiff Aldavoodi is a resident of Reseda, California, who was employed by West Coast  
27 University, Inc. as a part-time adjunct instructor from approximately 2016 until the end of 2022. During  
28 her employment, Defendant denied Plaintiff Aldavoodi the ability to take timely, off-duty meal periods

1 and did not reimburse her for her necessary business expenditures incurred in discharging her duties for  
2 Defendant.

3 5. Defendant is a private for-profit university, incorporated in California, with locations in  
4 Los Angeles, Ontario, and Anaheim, California, as well as in Texas and Florida. Defendant also offers  
5 online courses.

### 6 **JURISDICTION**

7 6. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code §§  
8 2698 *et seq.* On January 24, 2023, Plaintiff provided a PAGA Notice pursuant to Labor Code § 2699.3,  
9 to the California Labor & Workforce Development Agency ("LWDA") and Defendant. The LWDA has  
10 provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention  
11 to investigate or not investigate any of the claims alleged in the PAGA Notices. Plaintiff has therefore  
12 fully complied with the PAGA procedural requirements and may commence this representative action  
13 pursuant to Labor Code §§ 2699-2699.3.

14 7. This Court has jurisdiction over claims for reasonable attorney's fees and costs pursuant  
15 to Labor Code § 2699(g)(1).

### 16 **VENUE**

17 8. Venue is proper in Orange County, California, pursuant to Cal. Civ. Proc. Code §§ 395(a)  
18 and 395.5. Defendant's principal place of business is in Irvine, California, which is in Orange County.

### 19 **FACTUAL ALLEGATIONS**

20 9. Defendant is a private, for-profit, university that offers both undergraduate and graduate  
21 degrees in nursing, and other on campus and online degrees in the healthcare fields. The university is  
22 based in Irvine, and has additional California locations in Los Angeles, Ontario, and Anaheim, as well as  
23 locations in Texas and Florida.

24 10. Defendant employs non-instructional staff in various positions, and full-time faculty and  
25 part-time adjunct faculty in order to teach its programs.

#### 26 **A. Meal Break Violations**

27 11. During the PAGA Period, Defendant maintained a meal break policy applicable to the  
28 Non-Exempt Aggrieved Employees. The policy provided that employees who worked five hours in a day  
are required to take a thirty-minute duty-free meal period before the end of the fifth hour of work and  
allowed employees whose workday was shorter than 6 hours to waive their 30-minute meal break. The  
policy also provided for a thirty-minute meal period for employees who work more than 10 hours (but  
fewer than 12), unless the meal period was waived.

1           12. Despite having a written meal break policy, however, Defendant impeded Non-Exempt  
2 Aggrieved Employees' ability to take timely, off-duty meal breaks in violation of Labor Code § 512 and  
3 Wage Order No. 4, § 11(A).

4           13. Defendant routinely scheduled and/or required and expected Plaintiff and Non-Exempt  
5 Employees to work for more than 6 hours in day and more than 10 (and sometimes up to 12 or more)  
6 hours in a day. However, Non-Exempt Aggrieved Employees' duties and job expectations were such that  
7 they were routinely unable to stop working and take a meal break when working more than 6 hours, and  
8 to take a second meal break when working more than 12 hours in a day. For example, Non-Exempt  
9 Aggrieved Employees were often busy responding to a student and/or otherwise handling students and  
10 patients when they were due to take a break, and could not abruptly leave the students and/or patients to  
11 take a break. As a result, even if Non-Exempt Aggrieved Employees took a meal break, it was routinely  
12 after the sixth hour of work.

13           14. Defendant required Plaintiff and Non-Exempt Aggrieved Employees to clock in and out.  
14 Plaintiff's and Non-Exempt Aggrieved Employees' time cards show, on their face, missed and/or  
15 untimely meal breaks.

16           15. Defendant did not maintain a policy and/or practice of paying premium pay for missed  
17 meal breaks, in violation of Labor Code § 226.7 and Wage Order No. 4, § 11(B).

18           **B. Failure to Reimburse Home Office Expenses**

19           16. During the PAGA Period, Defendant required and/or expected Aggrieved Employees to  
20 carry out their job duties for Defendant remotely from home including to check and respond to their  
21 emails, and grade and prepare their lecture materials if they held teaching positions. In addition,  
22 Defendant required Aggrieved Employees who taught online courses to deliver them from their home  
23 offices.

24           17. As a result of the requirement and/or expectation that Aggrieved Employees work from  
25 home, Aggrieved Employees incurred Home Office Expenses.

26           18. Defendant knew or should have known that Aggrieved Employees incurred Home Office  
27 Expenses because it would have been impossible for them to carry out their job duties without incurring  
28 such expenses.

          19. Defendant, however, did not maintain a policy and/or practice of fully reimbursing Class  
Members for these Home Office Expenses during the PAGA Period. Defendant maintained a policy of  
reimbursing Aggrieved Employees \$25 per pay period for home internet in 2021, but eliminated this  
policy/reimbursements in 2022.

**CAUSE OF ACTION FOR PAGA CIVIL PENALTIES**  
**[Cal. Labor Code §§ 2698 *et seq.*]**

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

21. Plaintiff is an “aggrieved employee” under PAGA because she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations alleged herein. As such, Plaintiff seeks to recover, on behalf of herself and Non-Exempt Aggrieved Employees, and Aggrieved Employees civil penalties under PAGA, plus reasonable attorneys’ fees and costs.

22. Plaintiff seeks to recover the PAGA penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required, but Plaintiff may choose to seek certification of the PAGA claims.

23. Plaintiff seeks PAGA penalties on behalf of herself, Aggrieved Employees, and Non-Exempt Aggrieved Employees against Defendant for the following violations:

***a. Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, § 11***

24. During the PAGA Period, Non-Exempt Aggrieved Employees were entitled to receive timely, off-duty meal periods pursuant to Labor Code § 512 and Wage Order No. 4, § 11. Defendant routinely scheduled and/or required and/or expected Non-Exempt Aggrieved Employees to work more than 5 hours (and more than 6 hours), more than 10 hours (and more than 12 hours) in a day. Despite maintaining a written meal break policy, however, Defendant impeded Non-Exempt Aggrieved Employees’ ability to take timely, off-duty meal periods. As a result, Non-Exempt Aggrieved Employees either were not able to take breaks or, even if they did, they could not take timely breaks as evidenced by their timecards. Defendant also failed to pay premium pay for missed meal breaks.

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

***b. Violation of Labor Code § 2802***

26. During the PAGA Period, Defendant required and/or expected Plaintiff and Aggrieved Employees to carry out their job duties for Defendant remotely from their homes. As a result, in order to carry out their job duties at the direction of Defendant, Plaintiff and Aggrieved Employees incurred Home Office Expenses, as discussed above. During the PAGA Period, however, Defendant did not maintain a

1 policy and/or practice of reimbursing Aggrieved Employees for their Home Office expenses fully or at  
2 all in violation of Labor Code § 2802.

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

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff requests the following relief:

- 8 A. Civil penalties pursuant to PAGA;  
9 B. Reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g); and  
10 C. All other relief as this Court deems proper.

11 Dated: March 28, 2023

Respectfully submitted,

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15 By: Julian Hammond  
16 HAMMONDLAW, P.C.

17 *Attorneys for Plaintiff*  
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