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11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 KAREN ROBERTS and SEIJA ROHKEA,
14 on behalf of themselves and all others
15 similarly situated,

15 Plaintiffs,

16 v.

17 LONG BEACH COMMUNITY
18 COLLEGE DISTRICT,

19 Defendant.

Case No.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR DAMAGES,
PENALTIES, AND DECLARATORY AND
INJUNCTIVE RELIEF**

1. **Failure to Pay Minimum Wages (Labor Code §§1194, 1194.2, 1197, 1197.1, 1199, and Industrial Welfare Commission Wage Order No. 4-2001)**
2. **Declaratory Judgment (C.C.P. §1060)**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. This is a class and representative action against Defendant Long Beach
3 Community College District (“District”) pursuant to the California Labor Code.

4 2. Part-time hourly instructional faculty members employed by the District are
5 compensated based on their classroom hours worked, even though the District knows that these
6 faculty members necessarily spend substantial additional time working outside the classroom in
7 connection with teaching their assigned classes, on such activities as preparing for lectures,
8 grading student work, and communicating with students. Although this outside-the-classroom
9 work is essential to teaching their classes effectively, and the District knows and indeed expects
10 part-time faculty members to perform this additional work, part-time hourly instructional faculty
11 members are not paid for their out-of-classroom time. As a result, part-time hourly instructional
12 faculty members earn so little that it is virtually impossible for them to earn a living through their
13 community college teaching.

14 3. By failing to compensate part-time hourly instructional faculty members at all for
15 their non-classroom working time, the District is violating California minimum wage law. This
16 action seeks to recover unpaid minimum wages, retirement contributions owed on those wages,
17 interest, and liquidated damages on behalf of a class of part-time instructional faculty members
18 employed by the District. Plaintiffs also seek a declaratory judgment and injunctive relief to
19 require the District to compensate part-time hourly instructional faculty members at no less than
20 the minimum wage for each hour worked, including for the outside-the-classroom time that is
21 required to teach their classes effectively.

22 **JURISDICTION AND VENUE**

23 4. Pursuant to C.C.P. §394(a), this action is properly filed in the Superior Court of
24 the State of California, County of Los Angeles, because Defendant Long Beach Community
25 College District is a local agency located in Los Angeles County. This action is also properly
26 brought in this Court because the District’s illegal compensation policies and practices that are
27 the subject of this action were applied to Plaintiffs in this County.

28 //

1 **PARTIES**

2 5. Plaintiffs Karen Roberts and Seija Rohkea, on behalf of themselves and other
3 similarly situated current and former employees of the District, bring this class action to recover
4 unpaid wages earned and due, retirement contributions owed, liquidated damages, penalties and
5 interest, and attorneys' fees, costs, and expenses, all incurred as a result of District's unlawful
6 policies with respect to payment of minimum wage compensation for all hours worked. Plaintiffs
7 reserve the right to name additional class representatives.

8 6. Plaintiffs bring this action on behalf of the following Class:

9 All persons employed by Long Beach Community College District as part-time
10 hourly instructional faculty at any time during the period from three years before
the filing of the Complaint through the date of final judgment.

11 7. Karen Roberts is a part-time hourly instructional faculty member for the District.
12 Ms. Roberts teaches in the art history department. Ms. Roberts has taught at the District as a part-
13 time faculty member since approximately 2000. She has a Master's degree and more than 20
14 years of teaching experience. As a part-time instructor, Ms. Roberts is compensated only for her
15 classroom teaching time. She performs substantial uncompensated out-of-classroom work
16 directly related to her teaching. This work includes, but is not limited to: ordering textbooks,
17 making handouts, creating lecture materials, grading, writing tests, communicating with students
18 outside of class, creating student learning objectives, and keeping up with new developments in
19 her field of study.

20 8. Seija Rohkea is a part-time hourly instructional faculty member for the District.
21 Ms. Rohkea teaches in the art history department. Ms. Rohkea has taught at the District as a part-
22 time faculty member since approximately 2015. She has a Master's degree. Currently, Ms.
23 Rohkea teaches one course per semester for the District. As a part-time instructor, Ms. Rohkea is
24 compensated only for her classroom teaching time. She performs substantial uncompensated out-
25 of-classroom work directly related to her classroom teaching. This work includes, but is not
26 limited to: creating new syllabi, preparing for lectures and field trips, communicating with
27 students outside of class, and grading.

1 9. The District is a public community college district organized and existing under
2 the laws of the State of California, whose principal place of business is located in Long Beach,
3 California.

4 **FACTUAL ALLEGATIONS**

5 **Part-Time Hourly Instructional Faculty Are Not Compensated for Their Teaching-Related**
6 **Work Performed Outside of Classroom Hours**

7 10. Throughout the class period, the terms and conditions of Plaintiffs’ and Class
8 Members’ employment have been governed by Memorandums of Understanding (“MOUs”)
9 between the District and the Certificated Hourly Instructors (“CHI”).

10 11. Under the MOUs, Plaintiffs and Class Members are paid a fixed hourly rate for
11 each class they teach, based on the number of classroom hours assigned by the District to that
12 class. Classroom hours are the hours when a class actually meets, whether in a classroom or
13 virtually. For example, a part-time instructional faculty member who teaches one class that meets
14 for three hours per week is paid three times the MOU’s contractual hourly rate per week, for
15 each week that the class meets.

16 12. In connection with teaching any class, Plaintiffs and Class Members must perform
17 substantial additional duties outside of classroom hours. These teaching duties include, but are
18 not limited to, preparing classroom syllabi, selecting texts and other teaching materials,
19 preparing for lectures, grading student work, and communicating with students about
20 assignments, course material, and other instructional matters.

21 13. For example, in spring 2022, Ms. Roberts currently teaches two 3-unit classes per
22 semester at the District. Her classes include a required writing component, for which she assigns
23 a brief writing assignment each week in addition to one larger paper each semester. Both of her
24 classes are currently taught virtually. During a typical workweek, Ms. Roberts records video
25 lectures and is in constant communication with students. She also spends multiple hours per
26 week outside of classroom hours grading student assignments and engaged in other activities
27 directly related to her classroom teaching. Ms. Roberts is paid for 54 total hours per class per
28

1 semester, based on 54 hours of classroom instructional time per class per semester, at a rate of
2 \$76.04 per classroom hour.

3 14. In spring 2022, Ms. Rohkea currently teaches one 3-unit class per semester at the
4 District. Her class meets once a week, for three hours. Her class includes a required writing
5 component for which she assigns a paper each semester. During a typical workweek, Ms.
6 Rohkea spends more than five hours of additional time outside of classroom hours preparing for
7 class, grading student assignments, and communicating with students. The District pays Ms.
8 Rohkea for 54 total hours per class per semester, based on 54 hours of classroom instructional
9 time per class per semester, at a rate of \$76.04 per classroom hour.

10 15. The compensation structure for Plaintiffs and Class Members that is set forth in
11 the MOUs does not compensate Plaintiffs and Class Members for any of this additional working
12 time which occurs outside the classroom, but is necessary for teaching classes.

13 16. In academic year 2021-2022, hourly wage rates for part-time hourly instructional
14 faculty employed by the District range from \$55.94-\$81.29 for each hour of classroom time and
15 are based on the faculty member's credentials and years of experience. A part-time hourly
16 instructional faculty member at the lowest step of the salary scale receives \$55.94 per classroom
17 hour.

18 17. Part-time hourly instructional faculty are paid in five equal monthly installments
19 per semester. Thus, for example, Ms. Rohkea receives five monthly payments per semester
20 equivalent to 10.8 classroom hours per month.

21 18. On information and belief, the District knows, and fully expects, that Plaintiffs
22 and Class Members necessarily spend substantial additional time performing work on behalf of
23 the District outside of the classroom that is directly related to their classroom teaching, in
24 addition to the time they spend teaching in the classroom. For example, the District expects its
25 full-time faculty members to spend substantial time outside their classroom hours in teaching-
26 related activities, and its compensation structure compensates full-time faculty members for that
27 out-of-classroom time.

1 19. Moreover, the District evaluates part-time hourly instructional faculty for their
2 effectiveness and timeliness in completing their out-of-classroom teaching duties. The District
3 specifically evaluates part-time hourly instructional faculty on a variety of categories of
4 “professional activities” including, but not limited to, “currency in the discipline/area of
5 responsibility,” “regular and effective contact with and between students in online instruction,”
6 “meet[ing] promptly and effectively all contractual obligations to the District, including turning
7 in grades, attendance, and other reports on time” and “develop[ing] and distribut[ing] a course
8 syllabus no later than the second week of class,” “plan[ning] and organiz[ing] effectively the
9 work involved in the assignment,” and “follow[ing] up on responsibilities to students and staff
10 maintaining professional communication.” Part-time hourly instructional faculty may lose re-
11 employment preference in the event of a less than satisfactory evaluation. The District also has
12 students evaluate part-time hourly instructional faculty on metrics including whether students
13 receive timely feedback from their instructors on assignments and assessments.

14 20. CHI has taken the position with the District in collective bargaining that part-time
15 hourly instructional faculty must be paid for their out-of-classroom teaching-related duties, but
16 the District has refused to agree to provide any such compensation.

17 21. On information and belief, the District routinely records all hours worked by other
18 part-time hourly employees, such as counselors and librarians, and could readily record all hours
19 worked by part-time hourly instructional faculty in order to compensate them properly. On
20 information and believe, part-time hourly counselors and librarians employed by the District are
21 compensated on an hourly basis for all hours that they work.

22 22. On information and belief, the only sources of compensation for part-time hourly
23 instructional faculty for work performed outside the classroom are a small stipend for committee
24 work if a part-time hourly instructional faculty member fills a committee position specifically
25 designated under the MOU or hourly compensation for work on specially funded projects.

26 **Violations of California Minimum Wage Laws**

27 23. Industrial Welfare Commission Wage Order No. 4-2001 (“Wage Order No. 4”)’s
28 minimum wage provisions apply to California community college districts, including the

1 District. Plaintiffs and Class Members perform work for the District that is covered by Wage
2 Order No. 4.

3 24. Under Wage Order No. 4, the District is required to compensate employees
4 consistent with state minimum wage requirements unless an exemption to the Wage Order
5 applies.

6 25. No exemption from Wage Order No. 4's minimum wage requirements applies to
7 Plaintiffs and Class Members. Specifically, Plaintiffs and Class Members do not qualify for the
8 professional exemption to the Wage Order because they do not earn a monthly salary that is
9 equivalent to at least two times the state minimum wage for full-time employment. In 2022, the
10 salary test threshold for the professional exemption is approximately \$5,200.00 per month (based
11 on the \$15/hour minimum wage).

12 26. As a result of District's unlawful pay policies and/or practices, Plaintiffs and
13 Class Members have been denied minimum wages legally owed to them for work performed
14 during the Class Period.

15 27. The District's violations of the Labor Code and Wage Order No. 4 were caused
16 by the knowing, intentional, or willful conduct of the District.

17 28. As to each claim and cause of action, this claim shall be construed to be made on
18 behalf of the Plaintiffs and each Class Member for the fullest time period allowable under the
19 applicable statute of limitations, including without limitation any tolling or extension allowed by
20 law, based upon the date of filing of the initial Complaint in this action.

21 29. As a direct and proximate result of the unlawful actions of District, Plaintiffs have
22 suffered and continue to suffer from loss of earnings in amounts as yet unascertained, but subject
23 to proof at trial, and within the jurisdiction of this Court.

24 30. Plaintiffs provided notice to the District of the claims alleged herein on March 30,
25 2022 pursuant to Code of Civil Procedure §910 *et seq.*

26 **CLASS ALLEGATIONS**

27 31. This action is appropriately brought as a class action pursuant to Code of Civil
28 Procedure §382 because there exists an ascertainable and sufficiently numerous Class, a well-

1 defined community of interest, and substantial benefits from certification that render proceeding
2 as a class superior to the alternatives.

3 32. Numerosity and Ascertainability: The size of the Class makes a class action both
4 necessary and efficient. On information and belief, the proposed Class includes more than 600
5 current and former part-time instructional faculty members who have taught at the District
6 during the class period. Members of the Class are ascertainable through District's business
7 records, but are so numerous that joinder of all individual Class Members would be impractical.

8 33. Predominant Common Questions of Law and Fact: Common questions of law and
9 fact affecting the rights of all Class Members predominate over individualized issues. These
10 common questions include, but are not limited to:

- 11 (a) The application of California minimum wage law and the IWC Wage Orders to the
12 District;
- 13 (b) Whether the District's compensation structure for part-time hourly instructional
14 faculty members fails to compensate Class Members for time worked outside of the
15 classroom;
- 16 (c) Whether the District violated the California Labor Code and Wage Orders by failing
17 to compensate Class Members with no less than the minimum wage for all hours worked,
18 including non-classroom time;
- 19 (d) The application of any minimum wage exemption to part-time hourly instructional
20 faculty;
- 21 (e) The formula for calculating damages for Class Members;
- 22 (f) The availability of burden-shifting for Class Members to prove their damages;
- 23 (g) Whether the District should be tracking hours worked by Class Members because
24 Class Members are not exempt from California minimum wage law; and
- 25 (g) The availability of liquidated damages under Labor Code §1194.2.

26 34. Typicality: The Plaintiffs' claims are typical of the minimum wage claims of the
27 Class as a whole. Each Plaintiff is a part-time hourly instructional faculty member who was
28 employed by the District during the Class Period, and worked substantial time outside the

1 classroom in addition to their classroom teaching time. Plaintiffs and the Class were all subject
2 to the same hourly compensation structure for part-time hourly instructional faculty used by the
3 District.

4 35. Adequacy of Representation: The Plaintiffs will fairly and adequately represent
5 the interests of the Class because their individual interests are consistent with, and not
6 antagonistic to, the interests of the Class, and because the Plaintiffs have retained counsel who
7 have the requisite resources and ability to prosecute this case as a class action and are
8 experienced labor and employment attorneys who have successfully litigated other cases
9 involving similar issues, including in class actions.

10 36. Superiority of Class Mechanism: Class certification is appropriate because
11 common questions of law and fact predominate over any questions affecting only individual
12 Class Members. The District's liability in this case is based on uniform compensation policies
13 and procedures applicable to all part-time hourly instructional faculty members. The
14 compensation that the District owes to each individual Class Member is small in relation to the
15 expense and burden of individual litigation to recover that compensation. The prosecution of
16 separate actions against the District by individual Class Members could create a risk of
17 inconsistent or varying adjudications which could establish incompatible standards of conduct
18 for the District. A class action is superior to other available methods for the fair and efficient
19 adjudication of the controversy set forth herein.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Pay Minimum Wages - Labor Code §§1194, 1194.2, 1197, 1197.1, 1199, and IWC**

22 **Wage Order No. 4-2001**

23 **(Class Action)**

24 37. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
25 every preceding paragraph as if fully set forth herein.

26 38. Pursuant to California Labor Code §1194 and §1197, payment of less than the
27 minimum wage fixed by the Industrial Welfare Commission is unlawful.
28

1 information and belief, District will continue to commit such acts on the basis of its unlawful
2 compensation structure.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,
5 respectfully pray for relief against Defendant as follows:

- 6 1. For an order certifying this action as a class action, or, in the alternative, for an
7 order certifying issues for class treatment pursuant to Cal. Rule of Court 3.765(b);
- 8 2. For an order appointing Plaintiffs as Class Representatives and appointing
9 Plaintiffs' counsel as Class Counsel;
- 10 3. For all wages due under the California Labor Code and IWC Wage Order No. 4-
11 2001, in an amount to be ascertained at trial;
- 12 4. For all contributions to STRS that are owed on the wages due;
- 13 5. For liquidated damages;
- 14 6. For pre-judgment interest;
- 15 7. For statutory and civil penalties according to proof, including but not limited to
16 civil penalties authorized by California Labor Code §1197.1 and IWC Wage Order No. 4-2001,
17 Sec. 20;
- 18 8. For a permanent injunction requiring the District to adopt a compensation
19 arrangement that compensates Class Members for all hours worked at no less than the minimum
20 wage;
- 21 9. For a judicial declaration that the existing compensation structure fails to
22 compensate part-time instructional faculty at no less than the minimum wage for all hours
23 worked, including outside-of-classroom hours, and that the District must compensate part-time
24 instructional faculty at no less than minimum wage for all such hours;

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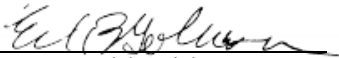
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1 10. For costs of suit and expenses;

2 11. For reasonable attorneys' fees, pursuant to Labor Code §§218.5, 1194, and
3 1197.1, and/or C.C.P. § 1021.5; and

4 12. For such further relief that the Court may deem just and proper.

5 DATED April 4, 2022

6
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