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

BRIANNA MCCULIN and CORINA
 SALGADO, as individuals and on behalf of all
 others similarly situated,

Plaintiffs,

vs.

SOUTH COAST CHILDREN'S SOCIETY,
 INC., a California Nonprofit Corporation; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV09319

**FIRST AMENDED CLASS ACTION
 COMPLAINT:**

- (1) FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS**

FILED
 Superior Court of California
 County of Los Angeles
09/24/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

(LABOR CODE §§ 226.7, 512, 558);

(4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);

(5) **FAILURE TO REIMBURSE**
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §§
2802, 2804); and

(6) **UNFAIR COMPETITION (BUS &**
PROF CODE § 17200 *et seq.*).

(7) **UNPAID SICK LEAVE (LABOR**
CODE § 246(l))

(8) **FAILURE TO KEEP PROPER**
RECORDS (LABOR CODE § 1174)

(9) **PRIVATE ATTORNEYS GENERAL**
ACT OF 2004 (LABOR CODE § 2698,
***et seq.*)**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiffs Brianna McCulin and Corina Salgado (“Plaintiff”) on behalf of themselves and all others similarly situated, hereby brings this Class Action Complaint against Defendant South Coast Children's Society, Inc., a California Nonprofit Corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of themselves and all others similarly situated, hereby brings this action for recovery of unpaid wages and penalties under California Labor Code sections 204, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

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3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident living within Los Angeles County. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code sections 204, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law"), and Wage Order 4, which sets the employment standards for professional, technical, clerical, mechanical, and similar occupations.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,

1 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
2 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
3 and proximately caused Plaintiff and the Class (as defined herein) to be subject to the unlawful
4 employment practices, wrongs, injuries and damages complained of herein.

5 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
7 Class.

8 7. At all times herein mentioned, each of said Defendants participated in the doing
9 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
10 Defendants, and each of them, were the agents, servants, and employees of each and every one of
11 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
12 were acting within the course and scope of said agency and employment. Defendants, and each
13 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
14 omissions complained of herein.

15 8. At all times mentioned herein, Defendants, and each of them, were members of
16 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
18 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
19 members of the Class.

20 **GENERAL FACTUAL ALLEGATIONS**

21 9. Defendants operate a non-profit organization that provides mental health services
22 and therapy to youth and young adults throughout Southern California. Defendants have
23 employed Plaintiff McCulin as a non-exempt “Family Specialist” since approximately June 2023.
24 Plaintiff Salgado was employed by Defendants as an hourly-paid non-exempt employee during
25 the relevant time period in the State of California. Plaintiff’s primary job duties include meeting
26 with clients in their respective homes and/or schools to provide them with strategies for “coping
27 skills” and/or other goals set by mental health counselors, documenting these visits to include any
28 progress made by clients, engaging with clients’ parents in “parent-partner” meetings, and

engaging in weekly meetings with her supervisor. Plaintiff traveled throughout Southern California to report to her supervisor and meet with clients, including within Los Angeles County.

10. Defendants failed to compensate Plaintiff and other non-exempt employees for all hours actually worked and/or subject to Defendants' control, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants maintained a strict policy and/or practice of not paying overtime wages to Plaintiff and other non-exempt employees. However, Plaintiff and other non-exempt employees frequently worked over 8 hours per workday and/or 40 hours in a workweek due to work-related demands. For instance, Plaintiff's and other non-exempt employees' "parent-partner" meetings often ran 10-30 minutes longer than scheduled, necessitating longer work hours than the 8 hours maximum Defendant paid Plaintiff and other non-exempt employees for. Since Defendants maintained a strict policy and/or practice of not paying for overtime hours, Plaintiff and other non-exempt employees were instead required to clocked-out prior to completing all work duties so their timesheets did not reflect overtime hours. Due to Defendants' timekeeping policies and practices that failed to compensate for all hours worked, Plaintiff and other non-exempt employees were deprived of all required minimum and overtime wages owed.

11. Defendants failed to provide Plaintiff and other non-exempt employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, uninterrupted, duty-free 30-minute meal periods before the fifth hour of work and timely, uninterrupted, duty-free second duty-free, 30-minute meal periods when they worked shifts in excess of ten hours. Specifically, Plaintiff and other non-exempt employees were frequently unable to take 30-minute meal periods due to work-related demands. Defendants also required Plaintiff and other non-exempt employees to keep their cellular phones on at all times and to respond to incoming calls and text messages at all times, including during purported meal periods, in violation of California law. Further, Plaintiff and other non-exempt employees were not paid an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

1 12. Defendants regularly failed to authorize and permit Plaintiff and other non-exempt
2 employees to take duty-free 10-minute rest periods for every four hours worked, or major fraction
3 thereof, due to Defendants' unlawful rest period policies/practices. As with meal periods, Plaintiff
4 and other non-exempt employees were unable to take rest periods throughout the workday due to
5 work-related demands. Moreover, Defendants required Plaintiff and other non-exempt employees
6 to keep their cellular phones on at all times throughout the day, including during purported rest
7 periods, thereby failing to relinquish control over Plaintiff and other non-exempt employees
8 during their rest periods. *See Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260
9 (“[D]uring required rest periods, employers must relieve their employees of all duties and
10 relinquish any control over how employees spend their break time”). Further, on occasions when
11 Plaintiff and other non-exempt employees were not authorized and permitted to take all lawful
12 rest periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt
13 employees an additional hour of premium pay at their respective regular rates of pay for each
14 workday in which a rest period violation occurred, as required by Labor Code section 226.7.

15 13. Defendant failed to pay Plaintiff and other non-exempt employees sick leave pay
16 pursuant as outlined in Labor Code § 246(l). Specifically, Defendant paid Plaintiff and other non-
17 exempt employees sick leave pay based on their base hourly rate instead of their regular rate of
18 pay when that factored non-discretionary bonuses.

19 14. Defendant also failed to “[k]eep a record showing the names and addresses of all
20 employees employed and the age of all minors” pursuant to Labor Code § 1174(c). By extension,
21 Defendant failed to keep “payroll records showing the hours worked daily by and the wages paid
22 to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
23 employed at the respective plants or establishments” for no less than three (3) years pursuant to
24 Labor Code § 1174(d).

25 15. Additionally, Defendants failed to reimburse Plaintiff and other non-exempt
26 employees for their work-related expenses, in violation of Labor Code § 2802. Specifically,
27 Defendants required Plaintiff and other non-exempt employees to download the “PAYCOM”
28 application on their cellular phones to clock-in and out of their shifts. Defendants also contacted,

1 and had their clients contact, Plaintiff and other non-exempt employees on their personal cellular
2 phones for work purposes. Moreover, Plaintiff and other non-exempt employees purchased
3 therapeutic items for clients, such as coloring books and fidget toys, among other items. Despite
4 these necessary business expenditures, Defendants failed to reimburse Plaintiff and other non-
5 exempt employees for the cost of purchased tools or for a reasonable portion of their monthly
6 cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service,*
7 *Inc.*, (2014) 228 Cal. App. 4th 1137.

8 16. As a result of Defendants' failure to pay all overtime wages, minimum wages, and
9 meal and rest period premium wages owed, Defendants also maintained inaccurate payroll
10 records for Plaintiff and other non-exempt employees.

11 **CLASS ACTION ALLEGATIONS**

12 17. **Class Definition:** Plaintiff brings this action on behalf of themselves and the
13 following Class pursuant to section 382 of the Code of Civil Procedure:

- 14 a. All current and former hourly-paid or non-exempt employees employed by
15 Defendants within the State of California at any time during the period from
16 November 20, 2020, through October 27, 2025 or the date of preliminary approval,
17 whichever date is earlier.

18 18. **Numerosity/Ascertainability:** The members of the Class are so numerous that
19 joinder of all members would be unfeasible and not practicable. The membership of the Class is
20 unknown to Plaintiff at this time; however, it is estimated that the members of the Class number
21 greater than two hundred (200) individuals. The identity of such membership is readily
22 ascertainable via inspection of Defendants' employment records.

23 19. **Common Questions of Law and Fact Predominate/Well Defined Community**
24 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
25 situated non-exempt employees, which predominate over questions affecting only individual
26 members including, without limitation to:

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- i. Whether Defendants lawfully paid all premium wages for all overtime hours worked to members of the Class pursuant to Labor Code sections 204, 510, 558, 1194 and 1198;
- ii. Whether Defendants paid all minimum wages owed for all hours worked to members of the Class pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Class pursuant to Labor Code sections 226.7 and 512;
- iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Class pursuant to Labor Code sections 226.7 and 516;
- v. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7; and
- vi. Whether Defendants reimbursed members of the Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Class. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform overtime and minimum wage, meal and rest period policies/practices and reimbursement policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Class because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Class, was deprived of all overtime and minimum wages owed, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages at her regular rate of

1 pay for missed or non-compliant meal and rest periods, and was not reimbursed for all necessary
2 business expenses.

3 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
4 steps to represent fairly and adequately the interests of the members of the Class. Moreover,
5 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
6 the Class and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
7 hour class actions in state and federal courts in the past and are committed to vigorously
8 prosecuting this action on behalf of the members of the Class.

9 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
10 an important public interest in establishing minimum working conditions and standards in
11 California. These laws and labor standards protect the average working employee from
12 exploitation by employers who have the responsibility to follow the laws and who may seek to
13 take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment. The nature of this action and the format of laws available to Plaintiff
15 and members of the Class make the class action format a particularly efficient and appropriate
16 procedure to redress the violations alleged herein. If each employee were required to file an
17 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
18 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
19 their vastly superior financial and legal resources. Moreover, requiring each member of the Class
20 to pursue an individual remedy would also discourage the assertion of lawful claims by employees
21 who would be disinclined to file an action against their former and/or current employer for real
22 and justifiable fear of retaliation and permanent damages to their careers at subsequent
23 employment. Further, the prosecution of separate actions by the individual class members, even
24 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
25 with respect to the individual class members against Defendants herein; and which would
26 establish potentially incompatible standards of conduct for Defendants; and/or legal
27 determinations with respect to individual class members which would, as a practical matter, be
28 dispositive of the interest of the other class members not parties to adjudications or which would

1 substantially impair or impede the ability of the class members to protect their interests. Further,
2 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
3 individual prosecution considering all of the concomitant costs and expenses attending thereto.
4 As such, the Class identified herein are maintainable as a Class under section 382 of the Code of
5 Civil Procedure.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY ALL OVERTIME WAGES**

8 **(AGAINST ALL DEFENDANTS)**

9 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 25. This cause of action is brought pursuant to Labor Code sections 204, 510, 558,
11 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all
12 overtime hours worked and provide a private right of action for the failure to pay all overtime
13 compensation for overtime work performed.

14 26. At all times relevant herein, Defendants were required to properly pay Plaintiff
15 and members of the Class for all overtime hours worked pursuant to California Labor Code §
16 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and
17 one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8)
18 hours” per work day and/or in excess of 40 hours of work in the workweek. Wage Order 4, § 3
19 also requires an employer to pay an employee double the employee’s regular rate of pay for work
20 in excess of 12 hours each workday and/or for work in excess of 8 hours on the seventh
21 consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours,
22 but did not compensate Plaintiff or members of the Class at one and one-half (1½) times their
23 regular rate of pay for such hours.

24 27. At all times relevant herein, Defendants caused Plaintiff and members of the Class
25 to work overtime hours but did not compensate Plaintiff or members of the Class at one and one-
26 half times their regular rate of pay for such hours.

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1 28. The foregoing policies and practices are unlawful and create entitlement to
2 recovery by Plaintiff and the Class in a civil action for the unpaid amount of overtime premiums
3 owing, including interest thereon, statutory and civil penalties, attorney's fees, and costs of suit
4 according to California Labor Code sections 204, 510, 558, 1194, and 1198, Wage Order 4, and
5 Code of Civil Procedure § 1021.5.

6 **SECOND CAUSE OF ACTION**
7 **MINIMUM WAGE VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 30. Wage Order 4, § 4 and California Labor Code sections 1197 and 1182.12 establish
11 the right of employees to be paid minimum wages for all hours worked, in amounts set by state
12 law. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been paid
13 the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance
14 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal
15 to the unpaid wages and interest accrued thereon.

16 31. At all relevant times herein, Defendants failed to conform their pay practices to
17 the requirements of the law. This unlawful conduct includes but is not limited to all hours they
18 were subject to Defendants' control. Accordingly, Plaintiff and members of the Class were not
19 compensated for all hours actually worked as required by the California Labor Code and Wage
20 Order 4.

21 32. California Labor Code section 1198 makes unlawful the employment of an
22 employee under conditions that the Industrial Welfare Commission prohibits. California Labor
23 Code sections 1194(a) and 1194.2(a) provide that an employer who has failed to pay its
24 employees the legal minimum wage is liable to pay those employees the unpaid balance of the
25 unpaid wages as well as liquidated damages in an amount equal to the wages due and interest
26 thereon.

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33. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Class have sustained economic damages, including, but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

34. Defendants' timekeeping policies/practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, civil penalties, attorney's fees, and costs of suit according to California Labor Code sections 204, 210, 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure section 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Class at their respective regular rates of pay, in accordance with California Labor Code sections 226.7 and 512.

37. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code sections 226.7, 512, and 558, Wage Order 4, and Code of Civil Procedure section 1021.5.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 39. Wage Order 4, § 12 and Labor Code sections 226.7 and 516 establish the right of
6 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
7 period worked, or major fraction thereof.

8 40. As alleged herein, and due to Defendants' unlawful rest period policies and/or
9 practices, Defendants failed to authorize and permit Plaintiff and members of the Class to take all
10 paid rest periods to which they were legally entitled. Despite Defendants' violations, Defendants
11 failed to pay an additional hour of premium pay to Plaintiff and members of the Class at their
12 respective regular rates of pay for each violation, as required by California Labor Code section
13 226.7.

14 41. The foregoing violations create an entitlement to recovery by Plaintiff and
15 members of the Class in a civil action for the unpaid amount of rest period premiums owing,
16 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
17 Code sections 226.7, 516, and 558, Wage Order 4, and Code of Civil Procedure section 1021.5.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 43. At all relevant times herein, Defendants were subject to Labor Code section 2802,
23 which states that "an employer shall indemnify his or her employees for all necessary
24 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
25 her duties, or of his or her obedience to the directions of the employer."

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1 44. At all times relevant herein, Defendants were subject to Labor Code section 2804,
2 which states that “any contract or agreement, express or implied, made by any employee to waive
3 the benefits of this article or any part thereof, is null and void, and this article shall not deprive
4 any employee or his personal representative of any right or remedy to which he is entitled under
5 the laws of this State.”

6 45. As alleged herein, due to Defendants’ unlawful reimbursement practices,
7 Defendants failed to indemnify Plaintiff and the members of the Class for all necessary business
8 expenses incurred, including, among other things, personal cellular phone usage.

9 46. As a proximate result of Defendants’ policies and/or practices in violation of Labor
10 Code sections 2802 and 2804, Plaintiff and members of the Class are entitled to damages,
11 attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at
12 trial, pursuant to Labor Code section 2802.

13 **SIXTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 48. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of California Business and Professions Code sections
19 17200 *et seq.* by, among other things, failing to pay Plaintiff and the Class all required overtime
20 and minimum wages owed; meal and rest period premium wages owed; and reimbursement for
21 necessary business expenses incurred.

22 49. Defendants’ utilization of these unfair and/or unlawful business practices deprived
23 Plaintiff, and continues to deprive members of the Class, of compensation to which they are
24 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
25 over Defendants’ competitors who have been and/or are currently employing workers and
26 attempting to do so in honest compliance with applicable wage and hour laws.

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1 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff, for themselves and on behalf of the members of the Class, seeks full restitution
3 of monies as necessary and according to proof to restore any and all monies withheld, acquired
4 and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and
5 17208.

6 51. The acts complained of herein occurred within the last four years immediately
7 preceding the filing this action.

8 52. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect her interests and those of the Class, to obtain restitution and injunctive relief on behalf of
10 Defendants' current non-exempt employees, and to enforce important rights affecting the public
11 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
12 she is entitled to recover under Code of Civil Procedure section 1021.5.

13 **SEVENTH CAUSE OF ACTION**

14 **UNPAID SICK LEAVE**

15 **(AGAINST ALL DEFENDANTS)**

16 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 54. Labor Code § 246(l) states that an employer will calculate sick leave pay using the
18 following methods: (a) "[p]aid sick time for nonexempt employees shall be calculated in the same
19 manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
20 whether or not the employee actually works overtime in that workweek"; (b) "[p]aid sick time for
21 nonexempt employees shall be calculated by dividing the employee's total wages, not including
22 overtime premium pay, by the employee's total hours worked in the full pay periods of the prior
23 90 days of employment"; or (c) "[p]aid sick time for exempt employees shall be calculated in the
24 same manner as the employer calculates wages for other forms of paid leave time".

25 55. As alleged herein, Defendants would pay Plaintiff and other non-exempt
26 employees non-discretionary bonuses within the same period as sick leave pay. Yet, Defendants
27 did not factor these non-discretionary bonuses into Plaintiff and other non-exempt employees'
28 regular rate of pay for purposes of sick leave pay pursuant to Labor Code § 246(l). Instead,

1 Defendants only pay Plaintiff and other non-exempt employees sick leave pay based on their base
2 hourly rate.

3 56. As a result, Defendants are responsible for paying sick leave pay, including interest
4 thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code sections 246
5 and Code of Civil Procedure section 1021.5.

6 **EIGHTH CAUSE OF ACTION**
7 **FAILURE TO KEEP PROPER RECORDS**
8 **(AGAINST ALL DEFENDANTS)**

9 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 58. Labor Code § 1174(c) states that an employer must “[k]eep a record showing the
11 names and addresses of all employees employed and the ages of all minors”. Labor Code §
12 1174(d) states that an employer must “[k]eep ... payroll records showing the hours worked daily
13 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
14 rate paid to, employees employed at the respective plants or establishments” for no less than three
15 (3) years.

16 59. As alleged herein, Defendants failed to keep records showing the names and
17 address of Plaintiff and other non-exempt employees pursuant to Labor Code § 1174(c). By
18 extension, Defendants failed to keep payroll records showing the hours worked and wages paid
19 to Plaintiff and other non-exempt employees pursuant to Labor Code § 1174(d).

20 60. As a result, Defendants are responsible for paying sick leave pay, including interest
21 thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code
22 sections 1174 and Code of Civil Procedure section 1021.5.

23 **NINTH CAUSE OF ACTION**
24 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**
25 **(AGAINST ALL DEFENDANTS)**

26 61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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1 62. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
2 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
3 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
4 departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor
5 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
6 himself or herself, and other current or former employees.

7 63. On September 4, 2025, Plaintiff McCulin provided written notice to the LWDA
8 and Defendants of the specific provisions of the Labor Code that she contends were violated and
9 the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by
10 reference is a copy of the written notice to the LWDA. Plaintiff McCulin believes that on or about
11 November 10, 2025, the sixty-five (65) day notice period will expire, and the LWDA will not
12 take any action to investigate or prosecute this matter. Thus, Plaintiff McCullin exhausted the
13 statutory time period to bring this action.

14 64. Plaintiff McCulin and the other hourly-paid or non-exempt employees are
15 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current and
16 former hourly-paid or non-exempt employees of Defendants within the State of California at any
17 time during the period from August 28, 2024, through October 27, 2025 or the date of preliminary
18 approval, whichever date is earlier, and one or more of the alleged violations was committed
19 against them.

20 **Failure to Pay Minimum and Overtime Wages**

21 65. At all times relevant herein, Defendants were required to compensate their non-
22 exempt employees minimum wages for all hours worked and overtime wages for all hours worked
23 in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate
24 of Labor Code sections 510, 1194, 1197, and 1198.

25 66. As a policy and practice, Defendants failed to compensate Plaintiff McCulin and
26 the other aggrieved current and former employees for all hours worked, resulting in a failure to
27 pay all minimum wages and overtime wages, where applicable.

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1 **Failure to Provide Meal Periods and Rest Breaks**

2 67. In accordance with the mandates of Labor Code sections 226.7 and 512,
3 Defendants were required to authorize and permit their non-exempt employees to take a 10-
4 minute rest break for every four (4) hours worked or major fraction thereof and were further
5 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
6 hours worked.

7 68. As a policy and practice, Defendants failed to provide Plaintiff McCulin and the
8 other aggrieved current and former employees with legally mandated meal periods and rest breaks
9 and failed to pay proper compensation for this failure.

10 **Failure to Timely Pay Wages During Employment**

11 69. At all times relevant herein, Defendants were required to pay their employees
12 within a specified time period pursuant to the mandate of Labor Code section 204.

13 70. As a policy and practice, Defendants failed to pay Plaintiff McCulin and the other
14 aggrieved current and former employees all wages due and owing them within the required time
15 period.

16 **Failure to Timely Pay Wages Upon Termination**

17 71. At all times relevant herein, Defendants were required to pay their employees all
18 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
19 to 204.

20 72. As a result of Defendants' Labor Code violations alleged above, Defendants failed
21 to pay Plaintiff McCulin and the other aggrieved former employees their final wages pursuant to
22 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
23 Code section 203.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 73. At all times relevant herein, Defendants were required to keep accurate records
26 regarding their California employees pursuant to the mandate of Labor Code sections 226, 1174,
27 and 1776.

28 ///

1 74. As a result of Defendants' various Labor Code violations, Defendants failed to
2 keep accurate records regarding Plaintiff McCulin and the other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiff McCulin and the other aggrieved current and former employees' gross
5 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
6 rates and the number of hours worked at each hourly rate.

7 **Failure to Provide and Properly Pay Paid Sick Days**

8 75. At all times relevant herein, Defendants were required to provide their employees
9 with paid sick days at their regular rate of pay pursuant to Labor Code section 246, *et seq.*

10 76. As a policy and practice, Defendants failed to provide Plaintiff McCulin and other
11 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant to
12 Labor Code section 246, *et seq.*

13 **Failure to Reimburse Business Expenses**

14 77. At all times relevant herein, Defendants were required to reimburse its employees
15 for any and all necessary expenditures or losses incurred by the employees in direct consequences
16 of the discharge or his or her duties pursuant to the mandate of Labor Code sections 2800 and
17 2802.

18 78. As a policy and practice, Defendants failed to reimburse Plaintiff McCulin and the
19 other aggrieved current and former employees for all business expenses incurred and owing them
20 within the required time period.

21 **Penalties**

22 79. Pursuant to Labor Code section 2699, Plaintiff McCulin, individually, and on
23 behalf of the other current and former aggrieved employees, requests and is entitled to recover
24 from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including
25 but not limited to:

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- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

PRAYER

WHEREFORE, Plaintiff prays for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;

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1 4. Upon the First Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code sections 204, 510, 558, 1194, and
3 1198;

4 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
5 damages, and penalties owed according to proof pursuant to Labor Code sections 1182.12, 1194,
6 1194.2 and 1197;

7 6. Upon the Third Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code sections 226.7, 512 and 558;

9 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code sections 226.7, 516, and 558;

11 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code sections 2802 and 2804;

13 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
14 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
15 practices declared by this Court to be in violation of California Business and Professions Code §
16 17200 *et seq.*;

17 10. Upon the Seventh Cause of Action, for compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code section 246;

19 11. Upon Eighth Cause of Action, for compensatory, consequential, general and
20 special damages according to proof pursuant to Labor Code section 1174;

21 12. Upon the Ninth Cause of Action, for civil penalties pursuant to Defendants'
22 violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229,
23 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802;

24 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
25 Code § 218.6 and Civil Code sections 3287 and 3289;

26 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
27 sections 218.5, 1194 *et seq.*, 2802, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

28 ///

1 15. For such other and further relief the Court may deem just and proper.

2
3 Dated: September 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

4
5 By:



Fletcher W. Schmidt
Attorneys for Plaintiff McCulin

6
7
8 Dated: September 22, 2025

Respectfully submitted,
JUSTICE LAW CORPORATION

9 By:

/s/ Douglas Han

Douglas Han
Attorneys for Plaintiff Salgado

10
11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

14
15 Dated: September 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

16
17 By:



Fletcher W. Schmidt
Attorneys for Plaintiff McCulin

18
19
20 Dated: September 22, 2025

Respectfully submitted,
JUSTICE LAW CORPORATION

21 By:

/s/ Douglas Han

Douglas Han
Attorneys for Plaintiff Salgado