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ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
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By: A Akanno, Deputy

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO**

MADRID MILLER, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,
a California Corporation;
AMBER SALAZAR, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. CV2023-1150

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Meal Period Violations**
- 3. Rest Period Violations**
- 4. Wage Statement Violations**
- 5. Waiting Time Penalties**
- 6. Unfair Competition**
- 7. Failure to Reimburse Expenses**
- 8. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1 Plaintiff MADRID MILLER (“Plaintiff”), on behalf of himself and all other similarly
2 situated employees, hereby files this Complaint against Defendants YOLO COMMUNITY CARE
3 CONTINUUM, a California Corporation; AMBER SALAZAR, an individual; and DOES 1 to 100,
4 inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief,
5 Plaintiff allege the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiff for failure to pay overtime, meal and rest period violations, wage statement violations, failure to
9 timely pay final wages, failure to reimburse expenses, paid sick time violations, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California
12 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
13 California Business and Professions Code, and Wage Order No. 5.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
15 Defendants reside in Yolo County. In addition, some of the wrongful acts and violations of law asserted
16 herein occurred within Yolo County, and Defendants’ obligation to pay wages arose in Yolo County
17 pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

18 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
19 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
20 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
21 notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on
22 approximately June 7, 2023. Plaintiff provided facts and legal bases for his claims within the notice to
23 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
24 submitted the \$75.00 filing fee. The June 7, 2023 notice was also sent via certified mail to Defendants
25 on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any
26 response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he
27 has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring
28 this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A),

(c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees includes all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2022 to the present.

PARTIES

5. MADRID MILLER is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, YOLO COMMUNITY CARE CONTINUUM, is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that AMBER SALAZAR is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that AMBER SALAZAR is an owner, director, officer, and/or managing agent of YOLO COMMUNITY CARE CONTINUUM responsible for causing the violations outlined in the First through First through Fifth, Seventh and Eighth causes of action. As such AMBER SALAZAR is individually liable pursuant to California Labor Code section 558.1.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

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11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

13. Plaintiff brings the First through Sixth Causes of Action on behalf of himself, and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

all individuals who have, or continue to, work for Defendants in California as non-exempt employees from four (4) years prior to the filing of this Complaint to the present.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants had a policy or practice of failing to incorporate the value of shift differentials when calculating class members' regular rates of pay;
- (2) Whether Defendants paid class members all overtime wages;
- (3) Whether Defendants provided class members with all meal periods;

- 1 (4) Whether Defendants provided class members with all rest periods;
2 (5) Whether Defendants had a policy or practice failing to authorize and permit meal
3 periods;
4 (6) Whether Defendants had a policy or practice failing to authorize and permit rest
5 periods;
6 (7) Whether Defendants had a policy or practice of failing to provide class members
7 with all sick leave they should have accrued under the law;
8 (8) Whether Defendants had a policy or practice of failing to reimburse class
9 members for the use of their personal cellphones;
10 (9) Whether as a result of Defendants' policies and practices Plaintiff's and putative
11 class members received all wages, due and owing, at the time of their termination
12 or separation; and
13 (10) Whether Defendants provided Plaintiff's and putative class members with wage
14 statements that complied with Labor Code section 226.
- 15 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
16 class. The putative class also sustained damages arising out of Defendants' common
17 course of conduct in violation of the law as complained of herein. Plaintiff and all
18 members of the putative class were non-exempt employees who were not paid the correct
19 regular rates of pay, did not receive all meal and rest periods owed, and were not
20 reimbursed for use of their personal cellphones. This resulted in wages owed but unpaid
21 to class members at the time of their separation. Additionally, Defendants issued
22 Plaintiff and all members of the putative class wage statements that did not comply with
23 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
24 have suffered the same type of harm and seek the same type of recovery based on the
25 same legal theories.
- 26 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
27 putative class. For all relevant times, Plaintiff resided in California and worked for
28 Defendants in California. Moreover, Plaintiff is an adequate representative of the

putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

- (e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

15. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully set forth herein.

17. Plaintiff worked for Defendants from approximately January 2023 to April 2023 as a non-exempt employee.

18. Defendants paid Plaintiff and similarly situated employees an hourly rate in addition to shift differentials. However, Defendants failed to incorporate the value of shift differentials paid into Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime wages, meal period premiums, rest period premiums, and paid sick time. For example, during Defendants' 4/2/23 to 4/15/23 pay period, Plaintiff's paystub reflects that Defendants paid Plaintiff a shift differential for working the graveyard shift in addition to 3.67 hours of overtime and 2 meal period

1 premiums. Defendants paid Plaintiff's overtime wages at exactly 1.5x his base hourly rate and
2 Plaintiff's meal premiums at exactly his base hourly rate, which does not include any adjustment for the
3 value of the shift differentials paid. This practice of Defendants not to incorporate the value of shift
4 differentials into the regular rates of pay resulted in unpaid overtime, unpaid meal period premiums,
5 unpaid rest period premiums, and unpaid sick leave for Plaintiff and similarly situated employees.

6 19. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
7 all meal and rest periods owed to them. Plaintiff and similarly situated employees were employed for
8 periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period.
9 Plaintiff and similarly situated employees did not receive an uninterrupted ten (10) minute rest period
10 every four hours or major fraction thereof they worked.

11 20. Defendants required Plaintiff and similarly situated employees to incur expenses for work
12 without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and
13 similarly situated employees to use their personal cellphones to login to an app to record their hours
14 worked. Defendants did not reimburse Plaintiff or similarly situated employees for the use of their
15 personal cellphones.

16 21. Defendants failed to provide Plaintiff and similarly situated employees with accurate
17 wage statements. The wage statements Defendants provided did not accurately itemize employees'
18 gross and net wages, meal period premiums, rest period premiums, paid sick time, and all applicable
19 hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours
20 worked at each hourly rate.

21 22. At the time of Plaintiff's and similarly situated employees' termination or separation,
22 Plaintiff and similarly situated employees had overtime, sick time, and meal and rest period premiums
23 owing to them. As of the date of this letter, Defendants have not paid Plaintiff and similarly situated
24 employees these wages they are owed.

25 23. Defendant YOLO COMMUNITY CARE CONTINUUM identified AMBER SALAZAR
26 in its filings with the California Secretary of State during the claim period as a corporate officer.
27 AMBER SALAZAR is identified as the Chief Executive Officer. Plaintiff is informed and believes that
28 AMBER SALAZAR was responsible for creating and electing to implement or participating in creating

1 and electing to implement YOLO COMMUNITIY CARE CONTINUUM's payroll and compensation
2 policies and practices, or that AMBER SALAZAR was aware of such policies and practices and ratified
3 them.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(As to all Defendants)**

8 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
9 set forth herein.

10 25. During the period Plaintiff was employed by Defendants, Defendants were required to
11 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
12 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
13 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 5, section (3)(A);
14 Cal. Lab. Code §§ 510, 1194.

15 26. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
17 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
18 worked at their regular rate of pay.

19 27. Plaintiff and similarly situated employees were not exempt from overtime protections
20 employees under the California Wage Orders and Labor Code.

21 28. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SECOND CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
26 **(As to all Defendants)**

27 29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully
28 set forth herein.

30. An employer must provide an employee a meal period in accordance with the
applicable Wage Order, and California Labor Code sections 226.7 and 512.

31. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

32. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

33. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

34. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

35. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

37. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

1 38. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 39. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
6 they worked more than four (4) hours or a major fraction thereof.

7 40. Defendants further failed to pay Plaintiff and similarly situated employees the
8 applicable rest period premiums for any such missed rest periods.

9 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FOURTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

15 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
16 set forth herein.

17 43. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semimonthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee, except for*
20 *any employee whose compensation is solely based on a salary and who is*
21 *exempt from payment of overtime under subdivision (a) of Section 515 or*
22 *any applicable order of the Industrial Welfare Commission, (3) the*
23 *number of piece-rate units earned and any applicable piece rate if the*
24 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
25 *all deductions made on written orders of the employee may be aggregated*
26 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
27 *period for which the employee is paid, (7) the name of the employee and*
28 *the last four digits of his or her social security number or an employee*
identification number other than a social security number, (8) the name
and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at

1 *the place of employment or at a central location within the State of*
2 *California.*

3 44. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
4 itemized statement or failed to provide an accurate and complete itemized statement showing the
5 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
6 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
7 and double time hours worked, meal and rest period premiums, and paid sick time and corresponding
8 rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able
9 to promptly and easily determine whether they had been paid all wages owed from their paystubs
10 alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they
11 received all wages owed and were prevented from effectively challenging information on their wage
12 statements.

13 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
14 employees have been damaged as stated in the section below entitled "DAMAGES," which is
15 incorporated here to the extent pertinent as if set forth here in full.

16 **FIFTH CAUSE OF ACTION**
17 **WAITING TIME PENALTIES**
18 **(As to all Defendants)**

19 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
20 set forth herein.

21 47. An employer must pay an employee who is terminated all unpaid wages immediately
22 upon termination. *See* Cal. Lab. Code § 201.

23 48. An employer must pay an employee who resigns all unpaid wages within seventy-two
24 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

25 49. Plaintiff and similarly situated employees did not receive all wages, including overtime
26 wages, paid sick time wages, and meal and rest period premium wages at their termination or within the
27 required time after their separation from employment.

28 50. An employer who willfully fails to pay an employee wages in accordance with California
Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
days. *See* Cal. Lab. Code § 203.

51. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were paid shift differentials but failed to account for the value of the differentials when calculating Plaintiff's and similarly situated employees' regular rates of pay. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

52. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to Yolo Community Care Continuum and DOES 1 to 100)

53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully set forth herein.

54. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

55. Plaintiff and similarly situated employees were not paid all wages owed, including overtime wages, and meal and rest period premiums, paid sick leave, or reimbursement for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

56. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

57. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

1 sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 2802 all
2 in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
3 Action.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE EXPENSES**
6 **(As to all Defendants)**

7 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully
8 set forth herein.

9 59. California Labor Code section 2802(a) states that “An employer shall indemnify his or
10 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
13 unlawful.”

14 60. Defendants required Plaintiff and similarly situated employees to use an app on their
15 personal cellphones to record their hours worked but failed to reimburse them for such use.

16 61. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
17 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
18 the extent pertinent as if set forth here in full.

19 **EIGHTH CAUSE OF ACTION**
20 **PRIVATE ATTORNEYS GENERAL ACT**
21 **(As to all Defendants)**

22 62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully
23 set forth herein.

24 63. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
25 following provisions of the Labor Code in their dealings with him and other similarly situated current
26 and former employees:

- 27 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime
28 Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B)
(Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

64. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

65. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 5. As to the Fourth Cause of Action:

- 2 a. Penalties as provided for in Labor Code section 226, including the greater of all
3 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
4 violation occurred and one hundred dollars (\$100.00) per employee for each
5 violation in the subsequent pay periods, but not to exceed four thousand dollars
6 (\$4,000.00);
- 7 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
8 226(e);

9 6. As to the Seventh Cause of Action:

- 10 a. An amount to be proven at trial;
- 11 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12 7. As to the Eighth Cause of Action:

- 13 a. For Civil penalties as provided for in the Labor Code for each enumerated
14 violation in an amount to be proven at trial;
- 15 b. For those Labor Code sections, the violation of which there is no civil penalty
16 provided, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
- 20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;

23 8. For such other and further relief as this Court may deem just and proper,
24 including, but not limited to:

- 25 a. Wages as proved at trial;
- 26 b. Injunctive and Declaratory relief;
- 27 c. Attorney's fees and costs as provided for by law; and
- 28 d. Interest.

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2 Dated: September 6, 2023
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Shimoda & Rodriguez Law, PC

4 By: *Brittany Berzin*
5 Galen T. Shimoda
6 Justin P. Rodriguez
7 Brittany V. Berzin
8 Attorneys for Plaintiff
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1 *Miller v. Yolo Community Care Continuum*
2 *Yolo County Superior Court of California CV2023-1150*

3 **PROOF OF SERVICE — CCP §§ 1013a, 1010.6 and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On September 26, 2023, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 David M. Daniels (SBN: 170315) 11 Elguindy, Meyer & Koegel, APC 12 2990 Lava Ridge Court, Suite 205 13 Roseville, CA 95661 14 Phone: (916) 778-3310 15 Fax: (916) 330-4433 16 Email: ddaniels@emklawyers.com sandrade@emklawyers.com reception@emklawyers.com	
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17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the date set forth
21 above, I served the aforementioned document(s) on the parties in said action
22 by placing a true copy thereof enclosed in a sealed envelope with postage
23 thereon fully prepaid, for collection and mailing on this date, following
24 ordinary business practices, at Elk Grove, California, addressed as set forth
25 above.

26 [] [By Personal Service] By personally delivering a true copy thereof to the
27 office of the addressee above.

28 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct, and that this declaration was executed on September 26, 2023, at Salt Lake City, Utah.

Shaniya Baird
Shaniya Baird