

Armond M. Jackson, SBN 281547
Jackson Law, APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Daniel Carillo-Salazar

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DANIEL CARILLO-SALAZAR, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

WATERMARK SERVICES, IV, LLC., a
California corporation, WATERMARK
RETIREMENT COMMUNITIES, INC. a
California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.: 30-2020-01126766-CU-OE-CXC

Assigned for all purposes to: Judge William Claster
Dept: CX104

CLASS ACTION CLAIMS

COMPLAINT FOR:

- 1. CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 5, SECTION 11)**
- 2. CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDERS 5, SECTION 12)**
- 3. CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
- 4. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Daniel Carillo-Salazar (“Plaintiff” or “Mr. Carillo-Salazar”) makes the
2 following allegations against Defendant Watermark Services IV, LLC (“WSIV) and Defendant
3 Watermark Retirement Communities, Inc. (“WRC”) (collectively referred to throughout herein
4 “Defendants”):

5 **INTRODUCTION**

6 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
7 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
8 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
9 this complaint through the date of trial in this action.

10 2. Defendants violated California law by preventing Class Members and Subclass
11 Members from providing lawful rest breaks, meal breaks and accurate itemized wage
12 statements.

13 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
14 Members seek unpaid premium wages for missed meal breaks, rest breaks, wages, inaccurate
15 itemized wage statements. Statutory penalties, restitution, declaratory and injunctive relief,
16 attorneys’ fees and costs, prejudgment interest and other relief under California Industrial
17 Welfare Commission (I.W.C.) Wage Order 5-2001, 8 Cal. Code of Reg. section 11050 (“Wage
18 Order 5-2001”), and California Labor Code (Labor Code”) sections 203, 226(a) 1-2, 5, 8, 9,
19 226.3, 226.7, 510, 512, 515, 558, 1198, 2699.5, California Code of Civil Procedure section
20 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
21 California common law.

22 4. The “Class Period” is designated as the time from four years from the date of filing tis
23 Complaint through the date of trial in this action through the trial of this action based upon the
24 allegation that the violations of the Labor Code and UCL, as described more fully below, have
25 been ongoing since at least four years prior to the date of the instant Complaint in this action
26 and are continuing.

27 5. During the Class Period, Defendants had a consistent policy and/or practice of failing
28 you provide (1) adequate off-duty meal periods at least one half hour every five hours worked;

1 (2) failing to provide Class Members and Subclass Members with adequate on-duty rest
2 periods of ten minutes every four hours worked or a majority fraction thereof; and (7)
3 knowingly and intentionally failing to furnish timely itemized statements accurately showing
4 the total hours worked by or hourly rate paid to Plaintiff, Class Members and Subclass
5 Members.

6 6. During the Class Period, Defendants failed to provide Class Members and Subclass
7 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
8 day worked as required by Labor Code sections section 226.7, Wage Order No. 5-2001.

9 7. During the Class Period, Defendants have failed to provide Class Members and
10 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
11 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
12 Order No. 5-2001.

13 8. During the Class Period, Defendants have failed to provide Class Members and
14 Subclass Members with accurate itemized wage statements as required by Labor Code section
15 226 (a) and 226.3.

16 9. Accordingly, Defendants violated UCL, with the violations of the California wage and
17 hour laws described above.

18 **GENERAL ALLEGATIONS**

19 **Parties and Venue.**

20 13. Plaintiff Mr. Carillo-Salazar is, and at all relevant times was, a citizen and resident of the
21 city of San Juan Capistrano, in the County of Orange in the State of California.

22 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant
23 Watermark Services IV, LLC (“WSIV”) is a California corporation doing business in the State of
24 California with a principal place of business located at 2020 W. Rudasill Road, Tucson, Arizona,
25 85704.

26 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
27 Defendant Watermark Retirement Communities, Inc. (“WRC”) is a Arizona corporation doing
28

1 business in the State of California with a principal place of business located at 2020 W. Rudasill
2 Road, Tucson, Arizona, 85704.

3 16. In light of the facts that the wrongful acts of this defendant occurred and the causes
4 against them arose in Los Angeles County, State of California, jurisdiction and venue is proper
5 in Los Angeles County Superior Court.

6 **Doe Allegations.**

7 17. Plaintiff does not presently know the true names and capacities of defendant named as
8 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
9 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
10 informed and believes and on that basis alleges that each of the fictitious defendants have
11 participated in the acts alleged in this complaint to have been done by the named defendants.

12 **Vicarious Liability.**

13 18. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
14 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
15 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
16 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
17 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
18 wrongful activities of each of the remaining defendants.

19 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

20 19. Mr. Carillo-Salazar worked as non-exempt employees at Defendants. Defendants are a
21 retirement community that employed Plaintiff, Class and Subclass.

22 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

23 20. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
24 work shifts, Mr. Carillo-Salazar would be required to do many work duty tasks revolving around
25 washing dishes, drying dishes, cleaning dishes and other general laborer tasks. During these
26 shifts it would be very busy where they would not be able or permitted to take all of their entitled
27 uninterrupted 10-minute rest breaks each four hours or a 30 minute uninterrupted meal break
28 every five hours at a reasonably practicable time during their shifts when they worked more than

1 a six, ten and twelve hour shifts. Defendants would not compensate Plaintiff for all of their
2 missed meal breaks or rest periods throughout their employment nor were they paid all of his
3 premium wages for the missed meal breaks and rest periods that should have been paid.

4 21. Mr. Carillo-Salazar is informed and on that basis believes that all other similarly situated
5 employees of Defendants were under the same circumstances and conditions of employment as
6 them. Specifically, all other similarly situated employees would not be able or permitted to take
7 all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute
8 uninterrupted meal break every five hours at a reasonably practicable time during their shifts
9 when they worked more than a six hour shifts. Defendants would not compensate the other
10 employees for all of their missed meal breaks or rest periods throughout their employment nor
11 were they paid all of their premium wages for the missed meal breaks and rest periods that
12 should have been paid.

13 **Defendants Provided Inaccurate Wage Statements**

14 22. Furthermore, throughout Mr. Carillo-Salazar's employment, their paystubs did not
15 accurately reflect their applicable total hours worked, net wages earned, gross wages earned,
16 name and address of the legal entity employer and actual applicable wage rate all in violation of
17 California Labor Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants
18 either did not provide any paystubs or excluded the hours worth of work, gross and net wages
19 earned that should have been reflected on their paystubs for work during meal and rest periods.
20 Furthermore, Defendant failed to include the full name and address of the legal entity that
21 employed Plaintiff, Class and Subclass. Therefore, their paystubs did not accurately reflect the
22 total hours worked, net wages earned, gross wages earned, accurately depict deductions that
23 should have been taken out and actual applicable wage rate corresponding with the total hours
24 worked as well as the name and address of the legal entity that employed Plaintiff, Class and
25 Subclass.

26 23. Mr. Carillo-Salazar is informed and on that basis believes that all other similarly situated
27 employees of Defendants were under the same circumstances and conditions of employment as
28 them. Specifically, all other similarly situated employees were not provided with accurate

1 itemized wages statements and received paystubs that did not reflect their applicable total hours
2 worked, gross wages earned, net wages earned, depict deductions, and actual applicable wage
3 rates corresponding with the total hours worked by virtue of excluding hourly rate and hours
4 worth of work on their paystubs or the actual applicable wage rate corresponding with the total
5 hours worked.

6 **CLASS ACTION ALLEGATIONS**

7 24. This action is maintainable as a representative action pursuant to California Code of Civil
8 Procedure section 382 as to violations of Wage Order 5-2001 and UCL meal and rest break
9 violations, failure to furnish timely, itemized wage statements, and attorneys' fees and costs.
10 Plaintiff are representatives of other Class Members and Subclass Members and is acting on
11 behalf of their interests. The similarly situated employees are known to Defendants and are
12 readily identifiable and locatable through Defendants own employment records. The Class that
13 Plaintiff seeks to represent is defined as follows:

14
15 All individuals in California who worked for Defendants as nonexempt
16 employees at any time from four years of the date of the filing of this Complaint
through the date of trial.

17 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

18
19 All individuals in California who worked for Defendants as nonexempt
20 employees at any time from three years of the date of the filing of this Complaint
through the date of trial.

21 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

22
23 All individuals in California who worked for Defendants as nonexempt
24 employees at any time from one year of the date of the filing of this Complaint
through the date of trial.

25 The Subclass 3 that Plaintiff seek to represent is defined as follows:

26
27 All individuals in California who worked for Defendant Watermark Retirement
28 Communities, Inc. as nonexempt employees at any time from four years of the
date of the filing of this Complaint through the date of trial.

1 The Subclass 4 that Plaintiff seek to represent is defined as follows:

2 All individuals in California who worked for Defendant Watermark Retirement
3 Communities, Inc. as nonexempt employees at any time from three years of the
4 date of the filing of this Complaint through the date of trial.

5 The Subclass 5 that Plaintiff seek to represent is defined as follows:

6 All individuals in California who worked for Defendant Watermark Retirement
7 Communities, Inc. as nonexempt employees at any time from one year of the date
8 of the filing of this Complaint through the date of trial.

9 The Subclass 6 that Plaintiff seek to represent is defined as follows:

10 All individuals in California who worked for Defendant Watermark Services IV,
11 LLC as nonexempt employees at any time from four years of the date of the filing
12 of this Complaint through the date of trial.

13 The Subclass 7 that Plaintiff seek to represent is defined as follows:

14 All individuals in California who worked for Defendant Watermark Services IV,
15 LLC as nonexempt employees at any time from three years of the date of the
16 filing of this Complaint through the date of trial.

17 The Subclass 8 that Plaintiff seek to represent is defined as follows:

18 All individuals in California who worked for Defendant Watermark Services IV,
19 LLC as nonexempt employees at any time from one year of the date of the filing
20 of this Complaint through the date of trial.

21 The Subclass 9 that Plaintiff seek to represent is defined as follows:

22 All individuals in California who worked for Defendant Watermark Services IV,
23 LLC at any time from one year of the date of the filing of this Complaint through
24 the date of trial.

25 The Subclass 10 that Plaintiff seek to represent is defined as follows:

26 All individuals in California who worked for Defendant Watermark Retirement
27 Communities, Inc. as nonexempt employees at any time from one year of the date
28 of the filing of this Complaint through the date of trial.

1 25. The individuals included within the alleged Class and Subclass are over one hundred
2 (100) and is so numerous that joinder of each of them would be impracticable, and the
3 disposition of their claims in a class action, rather than in numerous individual actions, will
4 benefit the parties, the Court, and the interests of justice. The Subclass 1, Subclass 2, Subclass 3,
5 Subclass 4, Subclass 5, Subclass 6, Subclass 7, Subclass 8, Subclass 9 and Subclass 10 shall be
6 collectively referred to herein as “Subclass”.

7 26. Among the proposed Class and Subclass there is a well-defined community of interest in
8 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
9 These common questions include, but are not limited to:

- 10 a. Whether Defendants failure to provide meal periods to Class Members and
11 Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 5-
12 2001;
- 13 b. Whether Defendants failure to provide rest periods to Class Members and
14 Subclass Members violates Labor Code section 226.7 and Wage Order 5-2001;
- 15 c. Whether Defendants failure to keep accurate payroll records of daily hours
16 worked violates Labor Code section 1174;
- 17 d. Whether Defendants’ failure to provide Class Members and Subclass Members
18 with itemized statements of wages and hours worked violates Labor Code section
19 226;
- 20 e. Whether Defendants various violations of the Labor Code serve as predicate
21 violations of the UCL.

22 27. Common questions of law and/or fact predominate over questions that affect only
23 individual Class Members and Subclass Members.

24 28. Plaintiff claims are typical of those belonging to the members of the Class and Subclass
25 they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to
26 represent.
27
28

FIRST CAUSE OF ACTION

(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order 5 Section 11, by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)

29. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

30. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

31. Defendants were required to authorize and permit Plaintiff and Class Members and Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage Order 5-2001 Section 11(A). Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to premium wages and civil penalties as a consequence of this failure.

32. Defendants were required to pay the Plaintiff, Class Members and Subclass Member employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7, and 512, Industrial Welfare Commission Wage Order 5-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

33. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

34. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

SECOND CAUSE OF ACTION

(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 5, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

35. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

36. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

37. Defendants were required to authorize and permit employees to take uninterrupted rest periods pursuant to Industrial Welfare Commission Wage Order 5-2001 Section 12(A) and California Labor Code section 226.7. It failed to do so by not allowing such uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

38. Defendants were required to pay the employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant rest period is not provided, pursuant to Industrial Welfare Commission Wage Order 5-2001 Section 12(B). Defendants failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil penalties as a consequence of this failure.

39. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

40. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass Members seek all civil penalties and owed wages available pursuant to the Labor Code and Wage Order 5, and an award of reasonable attorney's fees and costs.

THIRD CAUSE OF ACTION

(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

1 41. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
2 and below by reference as though set forth in full in this cause of action.

3 42. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
4 Members.

5 43. Labor Code section 226(a) requires An employer, semimonthly or at the time of each
6 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
7 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
8 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
9 hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-
10 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
11 all deductions, provided that all deductions made on written orders of the employee may be
12 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
13 which the employee is paid, (7) the name of the employee and only the last four digits of his or
14 her social security number or an employee identification number other than a social security
15 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
16 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
17 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
18 during the pay period and the corresponding number of hours worked at each hourly rate by the
19 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
20 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
21 assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the
22 time of each payment of wages furnish each employee, either as a detachable part of the check,
23 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
24 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
25 (3) the name of the employee or the employee's social security number; and (4) the name of the
26 employer, provided all deductions made on written orders of the employee may be aggregated
27 and shown as one item."

1 44. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
2 Subclass Members with timely and accurate wage and hour statements showing gross wages
3 earned, total hours worked, all deductions made, net wages earned, the name and address of the
4 legal entity employing them, all applicable hourly rates in effect during each pay period, and the
5 corresponding number of hours worked at each hourly rate by them and Class Members and
6 Subclass Members.

7 45. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
8 intentional failure to provide them with accurate the wage and hour statements required by law,
9 which injury shall exceed the jurisdictional minimums of the superior court.

10 **FOURTH CAUSE OF ACTION**

11 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**
12 **By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

13 46. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
14 and below by reference as though set forth in full in this cause of action.

15 47. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

16 48. Business & Professions Code section 17200 states “As used in this chapter, unfair
17 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
18 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
19 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
20 Code.”

21 49. Through Defendants conduct during the applicable statutory period including, but not
22 limited to, the conduct alleged herein, including that alleged on information and belief, the
23 defendant has engaged in business practices in California by practicing, employing, and utilizing,
24 the employment practices outlined in the preceding paragraphs all in violation of California law
25 and the applicable Industrial Welfare Commission Wage Order. Defendants use of such practices
26 constitutes an unfair business practice, unfair competition, and provides as unfair advantage over
27 Defendants competitors doing business in the State of California that comply with their
28 obligations to properly provide employment conditions in compliance with the law and pay
employees for all earned wages and compensation as required by law.

50. Defendants violations of the California Civil Code, Labor Code and the applicable Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful business practices because these actions were done in a systematic manner over a period of time to the detriment of Plaintiff, Class and Subclass. The acts complained of herein occurred within the last four (4) years preceding the filing of this complaint and include, but are not limited to, failure to (i) include the gross wages earned, total hours worked, net wages earned, failed to include name and address of legal entity employer, and applicable hourly rates into the employee paystubs to allow them to ascertain the hourly rate in which they could expect to be paid; (ii) provide proper rest breaks and meal breaks; (iii) maintain accurate records and provide and maintain accurate itemized wage statements reflecting the amount of hours worked, name and address of legal entity employer, and applicable hourly rates; (iv) pay wages upon termination. Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair business practices prohibited by California Business and Professions Code sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff, Class and Subclass of the minimum working condition standards and conditions due, including those under Labor Code and Wage Order.

51. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class and Subclass have suffered injury in fact and lost money or property. Plaintiff, Class and Subclass have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

52. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class and Subclass are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

53. Plaintiff, Class and Subclass are entitled to an injunction and other declaratory and equitable relief against such practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

54. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set forth in this Complaint, they will continue to fail to pay the wage and compensation required to be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

55. As a direct and proximate result of Defendants conduct, Defendants have received and will continue to receive monies that rightfully belong to members of the general public who have been adversely affected by Defendants conduct, as well as to Plaintiff by virtue of any unpaid wages and other monies or penalties associated therewith.

56. Plaintiff, Class and Subclass are entitled and seeks any and all available remedies including but not limited to restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and Subclass, prays for judgment against Defendants as follows:

- A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;
- B. Class notice to all Class Members and Subclass Members in California who worked for Defendants from four years prior to the filing of the original Complaint through the trial of this action;
- C. Plaintiff be appointed as the representative of the Class and Subclass;
- D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- E. The Court declare Defendants policies and/or practices of failing to provide meal periods violates California Labor Code section 226.7, and 512 and Wage Order 5-

2001 Section 11(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with meal periods of at least one-half hour in which they were relieved of all duties for every five hours of work;

F. The Court declare Defendants policies and/or practices of failing to provide rest periods violates California Labor Code section 226.7 and Wage Order 5-2001 Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;

G. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226;

H. The Court declare Defendants policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5; and

First Cause of Action:

1. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 226.7 (c).

2. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

3. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

Second Cause of Action:

4. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to Labor Code section 226.7 (c).

5. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

6. An award to Class Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

Third Cause of Action:

7. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant to Labor Code section 226.

8. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

9. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

Fourth Cause of Action:

15. For a temporary restraining order, a preliminary injunction, and a permanent injunction enjoining Defendants and its agents, servants and employees, and all persons acting under, in concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and business practices described in Paragraphs 46 through 56 above;

16. For restitution, lost wages and penalties therewith;

17. For pre-judgment and post-judgment interest to the extent permitted by law;

18. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

19. For such other relief as the Court deems just and proper.

As to All Causes of Action:

20. For reasonable attorneys' fees and costs incurred

21. Interest accrued to date under the California Labor Code, including under Sections 226.7;
22. For such other and further relief as this Court may deem just and proper.

Dated: January 27, 2020

Jackson Law, APC

By: 
Armond M. Jackson
Attorneys for Plaintiff Daniel Carillo-
Salazar

DEMAND FOR JURY TRIAL

Plaintiff Daniel Carillo-Salazar demands a jury trial in the above captioned matter.

Dated: January 27, 2020

Jackson Law, APC

By: 
Armond M. Jackson
Attorneys for Plaintiff Daniel Carillo-
Salazar