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14 all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 MILTON QUINONES, individually, and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 TRANS INTERNATIONAL TRUCKING,
22 INC., a California Corporation and DOES 1
23 through 50, inclusive,

24 Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 26 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

CASE NO.: **20STCV20147**

CLASS ACTION

COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Minimum Wage
4. Failure to Pay All Wages Due to Discharged or Quitting Employees
5. Failure to Furnish Accurate Itemized Wage Statements
6. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
7. Unlawful Deductions from Wages
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

9. Penalties under the Labor Code Private Attorneys General Act, as representative action

DEMAND FOR JURY TRIAL

BY FAX

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1 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
2 and expenses incurred in California or incurred by residents of California working out of state.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS"): all current and former drivers, including
5 but not limited to those misclassified as independent contractors or "owner operators," who
6 performed work for DEFENDANTS in the State of California or who were residents of the State
7 of California and performed work for DEFENDANTS at any time within the period beginning
8 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds
9 to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional
10 class representatives.

11 **DEFENDANTS**

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
13 TRANS INTERNATIONAL TRUCKING, INC. is, and at all times relevant hereto was, a
14 California corporation organized and existing under the laws of the State of California.
15 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT TRANS
16 INTERNATIONAL TRUCKING, INC. is authorized to conduct business in the State of California,
17 and does conduct business in the State of California. Specifically, DEFENDANT TRANS
18 INTERNATIONAL TRUCKING, INC. maintains offices and facilities and/or conducts business
19 in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of
20 California.

21 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
22 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious
23 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT
24 designated as a DOE is highly responsible in some manner for the events and happenings referred
25 to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will
26 seek leave of the court to amend this Complaint to allege their true names and capacities when
27 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged
28 in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint

1 employers of PLAINTIFF.

2 8. There exists, and at all times herein mentioned existed, a unity of interest and
3 ownership between the named DEFENDANTS, including DOES, such that any corporate
4 individuality and separateness between the named defendants has ceased, and that the named
5 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
6 enterprise, or are mere instrumentalities of one another.

7 9. At all material times herein, each DEFENDANT was the agent, servant, co-
8 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,
9 and course of said agency, service, conspiracy and/or employment and with the express and/or
10 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
11 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
12 alternative theories whenever not doing so would result in a contradiction with the other allegations.

13 10. Whenever reference is made in this Complaint to any act, deed, or conduct of
14 Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or
15 through one or more of its officers, directors, agents, employees, or representatives who was
16 actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary
17 business and affairs.

18 11. As to the conduct alleged herein, each act was authorized, ratified or directed by
19 DEFENDANTS' officers, directors, or managing agents.

20 12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
21 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
22 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
23 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
24 CLASS MEMBERS all wages earned and due, through methods and schemes which include, but
25 are not limited to, failing to provide rest and meal periods; failing to properly maintain records;
26 failing to provide accurate itemized statements for each pay period; failing to properly compensate
27 PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or
28 suffering the employees to work off the clock, in violation of the California Labor Code and the

1 applicable Welfare Commission (“IWC”) Orders.

2 13. PLAINTIFF is informed and believes, and thereon alleges, that each and every of
3 the acts and omissions alleged herein were performed by, and/or attributable to, all
4 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of
5 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
6 scope of said agency, employment and/or direction and control.

7 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
8 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
9 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
10 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

11 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
12 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
13 unascertained, but subject to proof at trial and within the jurisdiction of this Court.

14 **JURISDICTION AND VENUE**

15 16. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF worked for DEFENDANTS in the State California, and DEFENDANTS regularly
17 conduct business in California where DEFENDANTS maintain their principal executive office.
18 Further, no federal question is at issue because the claims are based solely on California law for
19 work performed in California or by California residents.

20 17. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF is informed and believes and thereon alleges that he, and other persons
22 similarly situated, performed work for DEFENDANTS in the County of Los Angeles,
23 DEFENDANTS maintain offices and facilities and transact business in the County of Los Angeles
24 where DEFENDANTS maintain their principal executive office, and DEFENDANTS’ illegal
25 payroll policies and practices, which are the subject of this action were applied, at least in part, to
26 PLAINTIFF, and other persons similarly situated in the County of Los Angeles.

27 **CLASS ACTION ALLEGATIONS**

28 18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all hourly employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of the PLAINTIFF are typical of the class because DEFENDANTS subjected all of their hourly employees to the identical violations of the California Labor Code and California Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

CLASS ACTION

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197, 1198; IWC Wage Order No. 9-2001, § 11]

(Against All DEFENDANTS)

19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 9-2001, § 11.

21. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were

1 not provided with a meal period, in accordance with the applicable wage order, one additional hour
2 of compensation at each employee's regular rate of pay for each workday that a meal period was
3 not provided.

4 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
5 and IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
6 for all hours worked during their meal periods.

7 23. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
8 failed to provide legally required breaks and/or compensate PLAINTIFF and CLASS MEMBERS
9 correctly, because DEFENDANTS misclassified the PLAINTIFF and CLASS MEMBERS as
10 independent contractors, rather than properly treating them as employees.

11 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
13 and due, interest, penalties, expenses, and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

17 **(Against All DEFENDANTS)**

18 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 26. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
21 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
22 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor
23 Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

24 27. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
25 Order No. 9-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
26 provided with a rest period, in accordance with the applicable wage order, one additional hour of
27 compensation at each employee's regular rate of pay for each workday that a rest period was not
28 provided.

1 28. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
2 failed to provide legally required breaks and/or compensate PLAINTIFF and CLASS MEMBERS
3 correctly, because DEFENDANTS misclassified the PLAINTIFF and CLASS MEMBERS as
4 independent contractors, rather than properly treating them as employees.

5 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
6 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
7 and due, interest, penalties, expenses, and costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

11 **(Against All DEFENDANTS)**

12 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 31. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-
15 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
16 in a payroll period is unlawful.

17 32. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
18 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
19 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
20 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
21 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked,
22 including but not limited to failing to do so because DEFENDANTS misclassified PLAINTIFF and
23 CLASS MEMBERS as independent contractors; failing to properly maintain PLAINTIFF's and
24 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF
25 and CLASS MEMBERS for each pay period; and other methods to be discovered.

26 33. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
27 failed to compensate PLAINTIFF and CLASS MEMBERS correctly, because DEFENDANTS
28 misclassified the PLAINTIFF and CLASS MEMBERS as independent contractors, rather than

1 properly treating them as employees.

2 34. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
3 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned
4 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
5 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
6 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
7 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203]**

12 **(Against All DEFENDANTS)**

13 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 36. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
17 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
18 and unpaid at the time of discharge are due and payable immediately.

19 37. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
20 required to pay all accrued wages due to an employee no later than 72 hours after the employee
21 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

23 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
24 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
25 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
26 compensation to the employee at the same rate for up to 30 workdays.

1 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
2 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
3 California Labor Code §§ 201 and 202.

4 40. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
5 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
6 together with interest thereon, as well as other available remedies.

7 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
8 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
9 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery
10 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor
11 Code §§ 1194 and 2699

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Provide Accurate Itemized Wage Statements**

14 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

15 **(Against All DEFENDANTS)**

16 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
19 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
20 writing showing each employee's gross wages earned, total hours worked, all deductions made,
21 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
22 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
23 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
24 § 226 and IWC Wage Order No. 9-2001, § 7.

25 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
26 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
27 statements in accordance with California Labor Code § 226(a).
28

1 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
2 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
3 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
4 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
5 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
6 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
7 California Labor Code § 226(e), as well as other available remedies.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

10 **[Cal. Labor Code § 2802]**

11 **(Against All DEFENDANTS)**

12 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
15 for all necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of his or her duties, or of his or her obedience to the directions of the employer.

17 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
18 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
19 in direct consequence of the discharge of their duties while working under the direction of
20 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
21 employment-related expenses, in violation of California Labor Code § 2802.

22 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
23 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
24 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
25 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
26 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
27 including those provided in California Labor Code § 2802(c), as well as other available remedies.

28 **SEVENTH CAUSE OF ACTION**

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1 wage scale, indirectly paying employees less than the stated wage, subjecting employees to
2 unanticipated or unpredicted reductions in their wages, making employees the insurers of their
3 employer's business losses, or otherwise passing the ordinary business losses of the employer
4 onto the employee.

5 57. During the CLASS PERIOD, DEFENDANTS routinely made unlawful deductions
6 from the compensation paid to the PLAINTIFF and CLASS MEMBERS for ordinary business
7 expenses and losses without a showing that the expenses and/or losses were due to the
8 PLAINTIFF's and CLASS MEMBERS' dishonest or willful act, or to the gross negligence of the
9 PLAINTIFF and CLASS MEMBERS in violation of California Labor Code §§ 221, 222.5, 223,
10 400-410 and IWC Wage Order No. 9-2001, § 8.

11 58. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
13 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
14 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
15 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
16 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
17 California Labor Code § 226(e), as well as other available remedies.

18 **EIGHTH CAUSE OF ACTION**

19 **Unfair and Unlawful Business Practices**

20 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

21 **(Against All DEFENDANTS)**

22 59. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 60. Each and every one of DEFENDANTS' acts and omissions in violation of the
25 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
26 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
27 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
28 minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting

1 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and
2 to maintain required records, DEFENDANTS' practice of making unlawful deductions from
3 employees' wages, DEFENDANTS' policy of unlawful retention, and DEFENDANTS' failure and
4 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses
5 incurring in discharging their duties constitutes unfair, DEFENDANTS' misclassification of
6 PLAINTIFF and CLASS MEMBERS as independent contractors, and unlawful business practices
7 under California Business and Professions Code § 17200 *et seq.*

8 61. DEFENDANTS' violations of California wage and hour laws constitute a business
9 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
10 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
11 MEMBERS.

12 62. DEFENDANTS have avoided payment of wages, meal periods, rest periods, and
13 other benefits as required by the California Labor Code, the California Code of Regulations, and
14 the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay
15 the correct sums of assessment to the state authorities under the California Labor Code and other
16 applicable regulations.

17 63. As a result of DEFENDANTS' unfair and unlawful business practices, including
18 but not limited to those arising out of DEFENDANTS' misclassification of the PLAINTIFF and
19 CLASS MEMBERS as independent contractors, DEFENDANTS have reaped unfair and illegal
20 profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and
21 members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to
22 restore them to PLAINTIFF and CLASS MEMBERS.

23 64. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
24 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
25 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
26 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
27 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
28 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

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has not provided notice to PLAINTIFF that it intends to investigate the alleged violations, PLAINTIFF will have complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA and will amend this complaint to do so.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 9-2001;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8, and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

11. For declaratory relief;
12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action as a class action;
13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
14. For such other and further relief that the Court may deem just and proper.

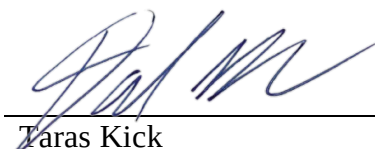
DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: May 21, 2020

Respectfully submitted,

THE KICK LAW FIRM, APC

By: 

Taras Kick

Daniel J. Bass

Roy K. Suh

Attorneys for Plaintiff MILTON QUINONES,
individually, and on behalf of all others
similarly situated