

Timothy B. Del Castillo (SBN: 277296)

tdc@castleemploymentlaw.com

Kent L. Bradbury (SBN: 279402)

kb@castleemploymentlaw.com

Castle Law: California Employment Counsel, PC

2999 Douglas Blvd., Suite 180

Roseville, CA 95661

Telephone: (916) 245-0122

Attorneys for Plaintiff Flavio Alcaraz and similarly situated employees

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

FLAVIO ALCARAZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

STAPLES CONTRACT &
COMMERCIAL, LLC; Does 1 through 20,
inclusive,

Defendants.

Case No. 2:24-cv-00565-WBS-JDP
(Assigned to the Hon. William B. Shubb)

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Violation of California Unfair
Competition Law (Business &
Professions Code § 17200 *et seq.***
- 2. Failure to Provide Accurate Wage
Statements;**
- 3. Failure to Pay Overtime Wages;**
- 4. Failure to Pay Minimum Wage for All
Hours Worked;**
- 5. Civil Penalties Pursuant to Private
Attorney General Act, Labor Code §
2698 *et seq.***
- 6. Waiting Time Penalties.**

JURY TRIAL DEMANDED

1 Plaintiff FLAVIO ALCARAZ (“Plaintiff”), on behalf of himself and all other similarly
2 situated employees hereby files this First Amended Complaint against Defendant STAPLES
3 CONTRACT & COMMERCIAL, LLC; and, Does 1 through 20 (collectively referred to as
4 “Defendants”). Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is a class and representative action brought by Plaintiff seeking damages for
7 failure to pay minimum and overtime wages, inaccurate wage statements, failure to pay all wages
8 owed at time of termination of employment, and derivative civil and statutory penalties. Plaintiff
9 seeks these damages and penalties, plus interest and attorney’s fees, on behalf of himself and
10 similarly situated employees.

11 **JURISDICTION AND VENUE**

12 2. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
13 violations of California Labor Code §§ 201-203, 226, 226.3, 2698 *et seq.*, Business and Professions
14 Code § 17200 *et seq.*

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
16 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

17 **PARTIES**

18 4. Plaintiff FLAVIO ALCARAZ is over the age of eighteen (18) and is a resident of the
19 State of California and an employee of Defendant.

20 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant STAPLES
21 CONTRACT & COMMERCIAL, LLC is now and/or at all times mentioned in this Complaint a
22 Delaware Limited Liability Company and the owner and operator of an industry, business and/or
23 facility licensed to do business and actually doing business in the State of California.

24 6. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
25 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
26 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
27 were at all relevant times advised by skilled California employment law attorneys and knew the
28

1 requirements of the California Labor Code with respect to employee wage statements and payment
2 of wages.

3 7. Defendants proximately caused Plaintiff and similarly situated employees to be
4 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
5 Complaint.

6 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
7 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
8 joint venturer of the remaining defendants and was acting within the course and scope of that
9 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
10 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
11 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
12 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
13 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
14 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
15 through 20, inclusive, when they have been determined.

16 9. On November 17, 2023, Plaintiff filed his Labor Code § 2699.3 Private Attorney
17 General Act (“PAGA”) notice with the California Labor & Workforce Development Agency
18 (“LWDA”). As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff that
19 it intends to investigate Plaintiff’s PAGA claims. As such, Plaintiff may proceed in this Court to file
20 his Complaint, including his PAGA claims, and seek civil penalties on behalf of the State of
21 California, himself, and similarly aggrieved employees.

22 **CLASS ALLEGATIONS**

23 10. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a
24 class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff
25 seeks to represent are composed of and defined as follows:

26 All non-exempt employees who were employed by Defendant in California at any
27 time four (4) years prior to the filing of this Action up to the date that this matter is
28 certified as a class action.

11. 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 interest in the litigation and the proposed classes are easily ascertainable.

- (a) Numerosity: The Plaintiff 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 Defendant may have employed hundreds of individuals falling within the above stated class definitions throughout the State of California during the applicable statute of limitations, who were subjected to the practices outlined in this Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.
- (b) Common Questions Predominate: Common questions of law and fact exist as to all members of the Plaintiff 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)
- (2) Whether Defendant accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (3) Whether Defendant maintained the time and payroll records for its employees as required under the California Labor Code;
- (4) Whether Defendant paid all wages due to its employees at the time of termination of employment;
- (5) Whether Defendant paid all overtime and double time wages earned by its employees;
- (6) Whether Defendant failed to pay all wages earned by employees, including minimum wages;
- (7) Whether Defendant paid all wages owed at time of termination to Plaintiff and class members.

1 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
2 Class. Plaintiff also sustained damages arising out of Defendant's common course of
3 conduct in violation of the law as complained of herein. Defendant failed to pay all
4 overtime and double time hours worked by its employees, failed to pay all wages due
5 at time of termination, and failed to provide legally compliant pay stubs to their
6 employees. As a result, each putative class member will have the same basis for their
7 legal claims.

8 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
9 the putative class. Plaintiff resides in California and is an adequate representative of
10 the putative class as he has no interests that are adverse to those of absent class
11 members. Additionally, Plaintiff has retained counsel who have substantial
12 experience in complex civil litigation and wage and hour matters.

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

26 12. Plaintiff is unaware of any difficulties that are likely to be encountered in the
27 management of this action that would preclude its maintenance as a class action.
28

GENERAL ALLEGATIONS

13. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 12 as though fully set forth herein.

14. Defendant owns and operates a business that sells and delivers business supplies and services to other businesses throughout California and the United States.

15. Plaintiff was employed by Defendant as a driver from approximately January 24, 2022 to October 9, 2023. Plaintiff and similarly situated employees worked for Defendant as non-exempt employees in California and are/ were paid on hourly basis.

16. Defendant failed to pay Plaintiff and similarly situated employees all minimum and overtime wages earned.

17. Additionally, Plaintiff and similarly situated employees were required to use their personal cell phones for work purposes but were not reimbursed for this business expense.

18. Defendant also failed to supply Plaintiff and similarly situated aggrieved employees legally compliant wage statements that accurately reflected their pay. As a result, Plaintiff and similarly situated employees were deprived of the information necessary to determine the total wages owed to them from their wage statements alone. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93, 121 (2022).

19. Defendant also did not provide its employees all wages owed upon their termination or within seventy-two (72) hours of their separation from employment. *See Naranjo*, 13 Cal. 5th at 118.

20. Plaintiff brings this Class Action on behalf of himself and similarly situated employees in order to fully compensate himself and Class Members for their losses incurred during the class period caused by Defendant's uniform policies and practices which failed to lawfully compensate these employees.

21. Defendant's uniform policies and practices alleged herein were unlawful, unfair and deceptive business practices whereby Defendant retained and continues to retain wages due Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other

1 Class Members who have been economically injured by Defendant's past and current unlawful
2 conduct, and all other appropriate legal and equitable relief.

3 22. Plaintiff is informed and believes that Defendant committed numerous other
4 violations of the California Labor Code, including but not limited to those identified in her
5 PAGA letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
6 Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he
7 experienced them personally or not.

8 23. Defendant's uniform policies and practices to fail to provide all overtime and
9 double time wages to Plaintiff and Class Members, to not pay minimum wages, to fail to provide
10 all wages owed at time of termination, to fail to provide timely wages during employment, and
11 not to provide compliant wage statements are evidenced by Defendant's business records.

12 **FIRST CAUSE OF ACTION**
13 **(Unfair Competition)**

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

16 25. Unfair competition shall mean and include any unlawful, unfair or fraudulent
17 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
18 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
19 Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

20 26. As described above, Defendant committed numerous violations of the California
21 Labor Code throughout the employment relationship.

22 27. Plaintiff is also informed and believes and thereon alleges that such actions and/or
23 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
24 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
25 *Co.*, 23 Cal. 4th 163 (2000).

26 28. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
27 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
28 restitution of all withheld wages as a result of its unfair business practices, including, but not

1 limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties
2 pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an
3 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
4 Action.

5 **SECOND CAUSE OF ACTION**
6 **(Failure to Provide Accurate Wage Statements)**

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

9 30. According to Labor Code section 226(a), an employer must provide an itemized
10 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

11 *(1) gross wages earned, (2) total hours worked by the employee,*
12 *except for any employee whose compensation is solely based on a*
13 *salary and who is exempt from payment of overtime under*
14 *subdivision (a) of Section 515 or any applicable order of the*
15 *Industrial Welfare Commission, (3) the number of piece-rate units*
16 *earned and any applicable piece rate if the employee is paid on a*
17 *piece-rate basis, (4) all deductions, provided that all deductions*
18 *made on written orders of the employee may be aggregated and*
19 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
20 *the period for which the employee is paid, (7) the name of the*
21 *employee and the last four digits of his or her social security number*
22 *or an employee identification number other than a social security*
23 *number, (8) the name and address of the legal entity that is the*
24 *employer and, if the employer is a farm labor contractor, as defined*
25 *in subdivision (b) of Section 1682, the name and address of the legal*
26 *entity that secured the services of the employer, and (9) all*
27 *applicable hourly rates in effect during the pay period and the*
28 *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 the place of employment or at a central location within the
State of California.

31. Defendant failed to provide an itemized statement or failed to provide an accurate
and complete itemized statement showing the requirements set forth in Labor Code section
226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly

1 situated employees wage statements listing all hours worked and the applicable rates of pay and
2 overtime and double time rates. Plaintiff alleges that Defendant failed to provide accurate
3 itemized wage statements in accordance with Labor Code section 226(a) to all members of the
4 Class.

5 32. Additionally, Plaintiff alleges he suffered injury as a result of Defendant's
6 knowing and intentional failure to provide accurate and complete information as required by any
7 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
8 Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's
9 position would not be able to readily ascertain the information without reference to other
10 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

11 33. Defendant's underpayment of wages also caused the calculations on the wage
12 statements issued to Defendants' employees to be incorrect and legally noncompliant.

13 34. As a proximate cause of Defendant's failure to provide accurate statements,
14 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
15 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

16 **THIRD CAUSE OF ACTION**
17 **(Failure to Pay Overtime Wages)**

18 35. Plaintiff incorporates by reference and re-allege paragraphs 1 through 34 as
19 though fully set forth herein.

20 36. During the period Plaintiff and similarly situated employees were employed by
21 Defendant, Defendant was required to compensate them one and one-half (1½) times the regular
22 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per
23 week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours
24 per day. *See* California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated
25 employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week,
26 Defendant failed to pay all overtime and double time wages owed to them.

27 37. Defendant failed to pay overtime and double time for all hours worked over 8
28 hours in a day and 40 hours in a week. Specifically, Plaintiff and similarly situated employees

1 were paid a “sign on” bonus, that was only earned and paid after Plaintiff and similarly situated
2 employees worked for Defendant for specified lengths of time, making the “sign on” bonus a
3 retention bonus, and thus non-discretionary. Defendant failed to include the non-discretionary
4 bonus in the regular rate of pay when calculating the overtime rate during the months in which
5 the bonus was earned.

6 38. Plaintiff and Class members were non-exempt employees under the
7 administrative, executive, or professional exemptions of the applicable Wage Order and
8 California Labor Code section 510.

9 39. Defendant’s conduct described herein violates California Labor Code sections 510
10 and 1194, and Wage Orders. As a proximate result of Defendant’s conduct, Plaintiff and Class
11 members have been damaged and deprived of overtime wages, in an amount to be established at
12 trial. Plaintiff now seeks these wages, attorney’s fees and costs, and interest pursuant to
13 California Labor Code section 1194.

14
15 **FOURTH CAUSE OF ACTION**
(Failure to Pay Minimum Wage for All Hours Worked)

16 40. Plaintiff hereby incorporates by reference Paragraphs 1 through 39 of this
17 Complaint as if fully set forth herein and for a cause of action alleges as follows:

18 41. Defendants were required to compensate Plaintiff and similarly situated
19 employees with at least the State’s minimum wage for all hours worked. *See* Cal. Labor Code §
20 1194; MW Order-2014; MW Order-2017.

21 42. Defendants were aware of their obligation to pay the minimum wages but failed to
22 do so.

23 43. Defendants’ conduct described herein violates California Labor Code section
24 1194, and Wage Orders. As a proximate result of Defendants’ conduct, Plaintiff and the Plaintiff
25 Class have been damaged and deprived of minimum wages, in an amount to be established at
26 trial. Plaintiff and the Class now seek these wages, liquidated damages pursuant to California
27 Labor Code section 1194.2, attorney’s fees and costs, and interest pursuant to California Labor
28 Code sections 1194.

FIFTH CAUSE OF ACTION

(Civil Penalties Pursuant to PAGA § 2698 et seq.)

44. Plaintiff hereby incorporates by reference Paragraphs 1 through 43 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

45. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above and in Plaintiff's PAGA Notice to the LWDA.

46. On or about November 17, 2023, Plaintiff sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. The LWDA has not informed Plaintiff that it intends to investigate Plaintiff's PAGA claims and therefore Plaintiff may proceed in this Court to collect civil penalties.

47. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from November 17, 2022, through trial on this matter.

48. Defendant's conduct, as alleged herein, violated various sections of the California labor Code, including but not limited to, the following:

49. Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Plaintiff and similarly situated employees, largely by failing to accurately record all hours worked. This was in violation of the Labor Code.

50. Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,

1 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
2 and only the last four digits of his or her social security number or an employee identification
3 number other than a social security number, (8) the name and address of the legal entity that is
4 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee” For the
6 reasons stated above, Defendant failed to comply with these requirements with respect to
7 Plaintiff and similarly situated employees in violation of the Labor Code.

8 51. Labor Code sections 201–203 require that all wages be paid to employees upon
9 separation and/or termination of employment. Here, for the reasons stated above, Defendant’s
10 employees did not receive all final wages due and owing to them at the time of termination or
11 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in
12 violation of the Labor Code.

13 52. Labor Code sections 510 and 1194 require employers to pay employees overtime
14 for any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
15 hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
16 worked on the seventh day of work in any one workweek. Finally, employers must pay double
17 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
18 in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,
19 Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40)
20 hours per week and were not paid overtime wages at their regular rate of pay in violation of the
21 Labor Code.

22 53. During the period Plaintiff and similarly situated employees were employed by
23 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
24 they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
25 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
26 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
27 Plaintiff and similarly situated employees were not paid at least the applicable state minimum
28 wage for all hours worked in violation of the Labor Code.

54. Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to Plaintiff and similarly situated employees for required business expenses in violation of the Labor Code.

55. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California and all aggrieved employees for all violations of the California Labor Code, whether he experienced them personally or not.

SIXTH CAUSE OF ACTION **(Waiting Time Penalties)**

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

57. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

58. 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. California Labor Code § 203.

59. Plaintiff and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid overtime and minimum wages.

60. Defendants knew of their obligation to pay Plaintiff and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

61. As a proximate result of the Defendants' conduct, Plaintiff and Class members 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.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For an order certifying the class;
3. For an order certifying Plaintiff's counsel as class counsel;
4. For an order appointing Plaintiff as class representative;
5. For penalties under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: May 20, 2024

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff FLAVIO ALCARAZ and the Class

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: May 20, 2024

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff FLAVIO ALCARAZ and the
Class