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Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Plaintiff ALEJANDRO ALCARAZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ALEJANDRO ALCARAZ, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

CORPORATE EWASTE SOLUTIONS, a
California Corporation; ANGIE LOPEZ; and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 30-2024-01405237-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL
PENALTIES AND FINES**

1. Violation of PAGA for Failure to Pay All Wages Including Minimum Wage and Overtime Wages;
2. Violation of PAGA for Failure to Reimburse for Necessary Expenditures;
3. Violation of PAGA for Failure to Provide Accurate Itemized Wage Statements;
4. Violation of PAGA for Failure to Maintain Accurate Time Records; and
5. Violation of PAGA for Failure to Pay Wages Upon Ending Employment

1 Plaintiff ALEJANDRO ALCARAZ (hereinafter “ALCARAZ”, or “Plaintiff”) as a
2 representative of the State of California and the Labor and Workforce Development Agency
3 (LWDA”), and on behalf of herself and other current and former employees, complains and
4 alleges as follows:

5 **INTRODUCTION**

6 1. This matter arises out of the violation of numerous Labor Code provisions by
7 Defendant CORPORATE EWASTE SOLUTIONS, a California Corporation in good standing
8 doing business in California (“CORPORATE EWASTE”, or “Defendant”) and DOES 1-50,
9 inclusive. Plaintiff and similarly aggrieved employees seek civil penalties pursuant to the Private
10 Attorney General Act (“PAGA”) for these violations.

11 2. Plaintiff brings this lawsuit seeking civil penalties on behalf of the State for
12 Defendant’ violations of the Labor Code, including, but not limited to, sections 201, 202, 203,
13 204, 205, 226, 226.7, 510, 512, 1174, 1194, 1197, 90.5 and 2802 as well as Wage Order. Plaintiff
14 also seeks to recover, among other things, interest, attorneys’ fees, and costs pursuant to Labor
15 Code.

16 **JURISDICTION AND VENUE**

17 3. Venue is proper in this Judicial district and the County of Orange because the
18 Defendant maintains their locations in this county, transact business in this county, the
19 obligations and liability arise in this county, and work was performed by Plaintiff and other
20 aggrieved employees making the subject of this action in the County of Orange, California.

21 4. Defendant employed Plaintiff and similarly aggrieved employees within the State
22 of California and the unlawful acts alleged herein have a direct effect on Plaintiff and the
23 aggrieved employees.

24 5. The California Superior Court has jurisdiction in the matter because the
25 individual claim is under the seventy-five thousand dollar (\$75,000.00) individual claim
26 threshold and five million dollars (\$5,000,000) aggregated jurisdictional threshold for Federal
27 Court and, upon information and belief, Plaintiff and Defendant are residents of and/or domiciled
28 in the State of California. Further, there is no federal question at issue as the issues herein are

1 based solely on California Statutes and law including the California Labor Code, Industrial
2 Welfare Commission Wage Orders, Code of Civil Procedure, and Rules of Court.

3 **ADMINISTRATIVE REMEDIES**

4 6. By this complaint, Plaintiff brings this case as a representative action seeking
5 penalties for the State of California in a representative capacity, as provided by the PAGA, labor
6 Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was
7 employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5.
8 Plaintiff specifically alleged the following in their notice to the Labor Workforce Development
9 Agency and the employer violations of Labor Code sections 201, 202, 023, 204, 205, 226, 226.7,
10 510, 512, 1174, 1194, 1197, 1199, 90.5 and 2802 as well as Wage Order.

11 7. Under Labor Code section 2699.3 subdivision (a), a Plaintiff may bring a cause
12 of action under PAGA only after giving notice to the LWDA and the employer of the Labor
13 Code section alleged to have been violated, and after receiving notice from the LWDA of its
14 intentions not to investigate, or after 65 days have passed without notice. Plaintiff, and other
15 aggrieved employees are current and former employees of Defendant dating from 365 days from
16 the submission of the written notice to the LWDA and Defendant to the resolution of this matter.
17 (“PAGA period”)

18 8. Prior to filing this complaint, on April 05, 2024, Plaintiff gave written notice by
19 certified mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant
20 of the specific provisions alleged to have been violated, including facts and theories to support
21 the alleged violations as required by the California Private Attorneys General Act (“PAGA”),
22 Cal. Labor Code section 2699.3. Please see a true and correct copy of the letter to the LWDA
23 dated April 05, 2024, attached hereto as Exhibit “A.”

24 9. More than sixty-five (65) days have passed for the LWDA to provide notice of
25 its intent to investigate Plaintiff’ claims, and the LWDA has not provided notice of its intention
26 to investigate Plaintiff’s claims.

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THE PARTIES

A. Plaintiff

10. Plaintiff and aggrieved employees, at all relevant times herein, were employees of the Defendant and seek relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime; (2) failure to reimburse for necessary expenditures; (3) failure to issue itemized wage statements; (4) failure to keep accurate time/payroll records; (5) failure to pay wages at termination; and (6) unfair business practices as set forth more fully herein. Plaintiff began his employment with Defendant from around 2020 through April 05, 2023.

11. At all relevant times herein, Plaintiff was employed by Defendant during the defined PAGA Period in a non-exempt hourly capacity. Each of the aggrieved employees are an identifiable, current, and/or former similarly situated person who was employed in non-exempt hourly position in California for Defendant during the defined PAGA Period.

B. Defendant

12. Plaintiff is informed and believes, and based thereon allege, that Defendant CORPORATE EWASTE SOLUTIONS, is a California corporation in the business of electronic recycling services throughout the State of California.

13. On information and belief, Defendants was and/or is the employer of Plaintiff and similarly aggrieved employees during the PAGA Period.

14. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief allege that those Defendants are legally responsible for the payment of minimum wage and/or overtime compensation, rest period compensation and/or Labor Code section 203 penalties to the aggrieved employees by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

15. Plaintiff is informed and believes, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant

are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Similarly aggrieved employees.

16. Plaintiff is informed and believes, and based thereon allege that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the Defendant, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with permission and consent of the Defendant. Plaintiff also allege the acts of each Defendant are legally attributable to the other Defendants.

17. Plaintiff is informed and believes, and based thereon allege, that each of the Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent, and knowledge, approval and/or ratification of the other Defendants.

18. The above Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

19. Plaintiff and other aggrieved employees are, and at all times relevant herein have been, non-exempt employees within the meaning of the Labor Code and the implementing rules and regulations of IWC California Wage Orders.

20. Plaintiff was employed by Defendant, CORPORATE EWASTE SOLUTIONS, INC., as a Dismantler from around 2020 through April 05, 2023. Plaintiff was an hourly employee paid at a rate of \$14.50 per hour. Plaintiff was hired to work eight hours a day.

21. Defendant is in the business of electronics recycling. The Plaintiff and Aggrieved Employees were hired as Dismantlers to dismantle electronic items for recycling.

22. Throughout the Relevant Time Period, Defendant employed Plaintiff and Aggrieved Employees in non-exempt positions throughout California.

1 23. Although scheduled for an eight (8) hour shift, the Plaintiff and Aggrieved
2 Employees worked more than eight (8) hours per day pursuant to a company policy requiring the
3 Plaintiff and Aggrieved Employees to arrive five (5) minutes before their scheduled time to clock
4 in for work.

5 24. Defendant consistently enforced its policy that Plaintiff and Aggrieved Employees
6 arrive five (5) minutes before their actual start time. Defendant never compensated the Plaintiff
7 and Aggrieved Employees for this time.

8 25. During the Plaintiff and Aggrieved Employees' employment, the Defendant
9 required that the Plaintiff and the Plaintiff class undergo security checks before clocking into
10 work and after clocking out of work.

11 26. The Plaintiff and Aggrieved Employees were not compensated a wage for the time
12 they spent undergoing security checks.

13 27. The Plaintiff and Aggrieved Employees allege that the itemized wage statements
14 they received, show indicia of rounding practices engage in by the Defendant, which consequently
15 resulted in an imprecise calculation of all the time Plaintiff and Plaintiff Class worked.

16 28. The Plaintiff and Aggrieved Employees allege that the itemized wage statements
17 they received, show indicia of rounding practices engage in by the Defendant, which consequently
18 resulted in an imprecise calculation of all the time Plaintiff and Aggrieved Employees worked.

19 29. Furthermore, after clocking out at the end of their shift, Defendant required the
20 Plaintiff and Aggrieved Employees to continue working for three (3) hours more without any
21 compensation to them. This practice continued for one month.

22 30. Defendant required that Plaintiff and Aggrieved Employees maintain their
23 company uniform baring the company business name and logo.

24 31. Plaintiff and Aggrieved Employees spent time washing their uniform. Plaintiff
25 and Aggrieved Employees were not compensated for the time they spent washing their uniforms.

26 32. Plaintiff and Aggrieved Employees also incurred costs associated with washing
27 their uniforms. Plaintiff and Aggrieved Employees were not reimbursed for these costs.
28

1 33. In the course of executing its services, Defendant engaged in various California
2 Labor Code violations toward the Plaintiff and similarly aggrieved employees causing extensive
3 harm to their financial well-being and their livelihoods.

4 34. The Plaintiff and Aggrieved Employees now seek all penalties for all labor code
5 violations Plaintiff and Aggrieved Employees suffered.

6 35. Plaintiff and Aggrieved Employees were employed by Defendant in positions that
7 are paid at an hourly rate less than twice that of the state minimum wage and remain under the
8 direct control and supervision of Defendant. Accordingly, these positions remain non-exempt
9 from California's wage and hour laws yet Defendant fails to pay all time worked.

10 36. Plaintiff is informed and believes, based thereon alleges, that Defendant's policies
11 and practices described herein are common within the State of California.

12 37. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 herein mentioned, Defendant was advised by skilled lawyers, employees, and other professionals
14 who were knowledgeable about California's wage and hour laws, employment and personnel
15 practices, and the requirements of California law.

16 38. Plaintiff is informed and believes, and thereon alleges that Defendant knew or
17 should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for all
18 hours worked, including minimum, regular, and overtime wages, and that they were not receiving
19 wages earned for work that was required to be performed. In violation of the Labor Code and
20 IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees earned wages by
21 failing to compensate Plaintiff and aggrieved Employees the mandatory minimum wage.
22 Defendant also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime and all
23 hours worked in excess of eight (8) hours a day.

24 39. Plaintiff alleges that Defendant failed to compensate him and Aggrieved
25 Employees at the legally mandate wage rates for all hours worked. Plaintiff and Aggrieved
26 Employees performed work during overtime periods. During the Relevant Time Period,
27 Defendant had a policy and/or practice of requiring that Plaintiff and Aggrieved Employees arrive
28 to work five (5) minutes early and begin work before clocking in without compensation.

1 40. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
2 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
3 times the employee's base rate of pay. While under the Defendant's employ, Plaintiff and
4 similarly aggrieved employees, were hired for forty (40) hours but actually required to work more
5 than forty (40) hours given the security checks they were subjected to as well as the time they
6 spent washing their uniforms.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
8 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
9 wage statements that accurately showed their actual hours worked, total hours worked, number
10 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
11 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
12 Aggrieved Employees were not provided with accurate itemized wage statements showing their
13 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
14 total hours worked per pay period. It was Defendant's policy and practice to not include as time
15 worked, the time Plaintiff and similarly aggrieved employees spent washing their uniforms, the
16 time spent going through security checks, and the five (5) minutes of off the clock work before
17 their shift began, on Plaintiff's and similarly aggrieved employees' itemized wage statements.

18 42. By failing to include on Plaintiff and Aggrieved Employees' paystubs, all
19 minimum wage and overtime, Defendant failed to keep accurate payroll records and failed to
20 provide Plaintiff and Aggrieved Employees with complete and accurate wage statements.

21 43. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that Plaintiff and Aggrieved Employees were entitled to accurate time
23 records. It was Defendant's policy and practice to maintain time records that were inaccurate
24 when these reflected that Plaintiff and similarly aggrieved worked only eight (8) hours when in
25 fact they worked in excess of eight (8) hours per day.

26 44. Defendant willfully failed to reimburse Plaintiff and Aggrieved Employees for
27 necessary business expenses incurred during their employment with Defendant. Specifically,
28 Defendant implemented a policy and practice to require Plaintiff and Aggrieved Employees to

maintain their uniforms. As a result of Defendant's policy and practice, Plaintiff and Aggrieved Employees incurred costs associated with washing their uniforms.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within permissible time periods, upon separation of employment.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO PAY ALL WAGES INCLUDING MINIMUM AND OVERTIME WAGES

(By Plaintiff on behalf of herself and Aggrieved Employees against all Defendants)

46. Plaintiff and aggrieved employees reallege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

47. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

48. Labor Code section 510, subdivision (a) provides that "[a]ny work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one (1) workweek and the first eight (8) hours worked on the seventh (7th) day of work in any one (1) workweek shall be compensated at the rate of no less than one and one-half (1 & ½) times the regular rate of pay for an employee."

49. Labor Code section 510, subdivision (a) further provides that "[a]ny work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

50. Labor Code section 1194 and applicable IWC Wage Orders make it unlawful for Defendant not to make required overtime and double time payments identified in the preceding paragraphs, and that employees not paid such payments can recover any monies owed through a civil action.

1 51. Labor Code section 1194. 1194.2 and subdivision (4) of the applicable IWC Wage
2 Order make it unlawful for Defendants not to pay the applicable minimum wage to all employees
3 and that employees not paid such payments can recover any monies owed, including liquidated
4 damages, through a civil action.

5 52. Defendant has willfully violated the Labor Code by failing to pay Plaintiff
6 aggrieved employees all wages. Plaintiff and aggrieved employees were denied wages as a result
7 of Defendant' policy and practice of failing to compensate Plaintiff and aggrieved employees for
8 all regular, minimum and overtime hours worked. Specifically, Defendant had a rounding policy
9 dividing the hour into increments when calculating pay. Therefore, Plaintiff' time was rounded
10 to the nearest increment for payroll purposes. Upon information and belief, Defendants'
11 rounding policies and practices resulted in a disproportionate impact which does not average out
12 over a period of time and results in a failure to compensate Plaintiff and those similarly situated
13 for all time actually worked.

14 53. Further, Defendant has regularly violated the Labor Code with respect to meeting
15 the requirements of paying wages earned, including regular time, overtime, double-time and
16 remuneration when calculating the employees' regular rate of pay, as herein alleged. Defendant
17 has intentionally excluded remuneration that must be included in all employees' regular rate of
18 pay in order to avoid payment of wages and other benefits in violation of the Labor Code and
19 the applicable IWC Wage Order(s). Defendant is thereby able to reduce its overhead and
20 operating expenses and gain an unfair advantage over competing roofing companies who comply
21 with state law.

22 54. Additionally, Plaintiff and aggrieved employees regularly worked in excess of
23 eight (8) hours per day. Defendant failed to pay Plaintiff and aggrieved employees members
24 overtime premium for hours worked in excess of eight (8) hours. Defendant failed to schedule
25 Plaintiff and aggrieved employees' members in such a manner that allowed Plaintiff and
26 aggrieved employees members to be relieved of their shift immediately, thereby causing Plaintiff
27 and aggrieved employees to work in excess of eight (8) hours per day.

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VIOLATION FOR PAGA FOR FAILURE TO MAINTAIN ACCURATE TIME RECORDS

63. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

65. Defendant knowingly and intentionally failed to maintain accurate time records for Plaintiff and Aggrieved Employees in accordance with Labor Code section 1174(d) by failing to record the accurate number of hours worked as a result of Defendant's policies and procedures. Specifically, Defendant implemented a policy and procedure to not record time worked off-the-clock as time worked, and a policy to generate wage statements with an inaccurate amount of time worked. As a result of Defendant's policies and procedures, Defendant failed to maintain accurate time records for Plaintiff and Aggrieved Employees causing Plaintiff and Aggrieved Employees injury.

67. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time and Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be

distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

68. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney's fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

VIOLATION FOR PAGA FOR FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(By Plaintiff and Aggrieved Employees against all Defendants)

69. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

70. Labor Code section 226, subdivision (a), states in pertinent part that, "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, 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..;(4) all deductions...;(5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only 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 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code. §226.)

71. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiffs and Aggrieved Employees in accordance with Labor Code section 226, subdivision (a), by failing to report the accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved Employees.

72. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the

1 initial pay period in which a violation occurs and one-hundred (\$100) per employee for each
2 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

3 73. Plaintiff, as a personal representative of the general public, will and does seek to
4 recover any and all penalties for each and every violation shown to exist or to have occurred
5 during the Relevant Time and Period, in an amount according to proof, as to those penalties that
6 are otherwise only available to public agency enforcement actions. Funds recovered will be
7 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties
8 recovered being reimbursed to the LWDA.

9 74. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney's fees
10 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION FOR PAGA FOR FAILURE TO PAY WAGES DUE UPON**

13 **TERMINATION OF EMPLOYMENT**

14 **(By Plaintiff and Aggrieved Employees against all Defendants)**

15 75. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
16 preceding paragraphs of this complaint as if fully set forth herein.

17 76. Labor Code section 203 provides that "if an employer willfully fails to pay,
18 without abatement or reduction, in accordance with sections 201, 201.5, 202, and 205.5, any
19 wages of an employee who is discharged or who quits, the wages of the employee shall continue
20 as a penalty from the due date thereof at the same rate until paid or until an action therefor is
21 commenced; but the wages shall not continue for more than thirty (30) days."

22 77. Plaintiff and certain Aggrieved Employees who ended their employment with
23 Defendant during the Relevant Time Period, were entitled to be promptly paid both minimum
24 wage and lawful overtime compensation, as required by Labor Code sections 201 and 203.

25 78. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved
26 Employees wages owed for work performed for Defendant.

27 79. Plaintiff, by virtue of his employment with Defendant, is an Aggrieved Employee
28 with standing to bring an action under the PAGA and has suffered injury as to one or more

violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

80. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commissioner and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3 subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

81. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time and Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

82. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney's fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest

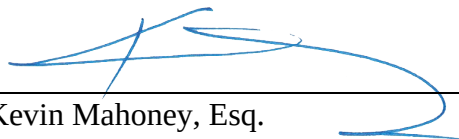
PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Similarly aggrieved employees pray for judgment as follows:

1. For penalties pursuant to Labor Code sections 2698-2699;
2. For attorneys' fees pursuant to Labor Code sections 2698-2699;
3. For costs pursuant to Labor Code sections 2698-2699; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: June 10, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Attorney for Plaintiff ALEJANDRO ALCARAZ,
as an individual and on behalf of all similarly
situated employees