

FILED
Superior Court Of California,
Sacramento
07/27/2021
mwhitaker
By _____, Deputy
Case Number:
34-2021-00304976

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on behalf of himself and similarly situated employees

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

RYAN DEVORE, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

BWW RESOURCES, LLC, a Delaware
Corporation; INSPIRE BRANDS, INC., a
Georgia Corporation; BUFFALO WILD
WINGS, INC., a Minnesota Corporation;
and Does 1 through 20, inclusive,

Defendants.

CLASS ACTION

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 Minimum Wage for All Hours Worked;
4. Failure to Provide Meal and Rest Periods;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses
7. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff RYAN DEVORE (“Plaintiff”), on behalf of himself and all other similarly situated
2 employees hereby files this Complaint against Defendants BWV RESOURCES, LLC, a Delaware
3 Corporation; INSPIRE BRANDS, INC., a Georgia Corporation, BUFFALO WILD WINGS, INC., a
4 Minnesota Corporation; Does 1 through 20 (collectively referred to as “Defendants”). Plaintiff alleges
5 the following:

6 **INTRODUCTION**

7 1. This is a class and representative action brought by Plaintiff seeking damages for failure
8 to provide meal and rest periods, failure to pay minimum wages, inaccurate wage statements, failure
9 to reimburse for business expenses, and derivative civil and statutory penalties. Plaintiff seeks these
10 damages and penalties, plus interest and attorney’s fees, on behalf of himself and similarly situated
11 employees.

12 2. During all relevant times, Plaintiff and similarly situated employees worked for
13 Defendants as employees. Defendants issued wage statements to Plaintiff and similarly situated
14 employees that did not comply with California law because, among other things, they did not include
15 all hours worked. As a matter of policy and practice, Defendants failed to provide Plaintiff and
16 similarly situated employees meal and rest periods, which is in violation of the California Labor Code.

17 **JURISDICTION AND VENUE**

18 3. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
19 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
20 § 17200 *et seq.*

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

23 **PARTIES**

24 5. Plaintiff RYAN DEVORE is over the age of eighteen (18) and is a resident of the State
25 of California and an employee of Defendants.

26 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant BWV
27 RESOURCES, LLC, is a Delaware Corporation; an industry, business and/or facility licensed to do
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1 business and actually doing business in the State of California, as among other things, Buffalo Wild
2 Wings.

3 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant, BUFFALO
4 WILD WINGS, INC., is a Minnesota Corporation, and Plaintiff's joint-employer. BUFFALO WILD
5 WINGS, INC., does business in California as a restaurant.

6 8. Plaintiff is informed and believes, and thereupon alleges, that Defendant, INSPIRE
7 BRANDS, INC., is a Georgia Corporation, doing business in California as Buffalo Wild Wings, and
8 is Plaintiff's joint-employer.

9 9. Plaintiff is informed and believes, and thereupon alleges that Defendant BWW
10 RESOURCES, LLC is now and/or at all times mentioned in this Complaint a Delaware Limited
11 Liability Company, doing business in California as Buffalo Wild Wings, and is Plaintiff's joint-
12 employer.

13 10. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
14 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
15 employees.

16 11. Defendants proximately caused Plaintiff and similarly situated employees to be
17 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
18 Complaint.

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

13. On July 21, 2021, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act (“PAGA”) Notice with the California Labor & Workforce Development Agency (“LWDA”). On July 26, 2021, Plaintiff filed an Amended PAGA Notice with the LWDA. After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not respond, Plaintiff will have fully exhausted his administrative remedy.

CLASS ALLEGATIONS

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

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

15. 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 Defendants 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) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (2) Whether Defendants maintained the time and payroll records for their employees as required under the California Labor Code;
- (3) Whether Defendants provided meal and rest periods to their employees as required under the California Labor Code;
- (4) Whether Defendants maintained policies and practices that deprived meal and rest periods to their employees in violation of the California Labor Code;
- (5) Whether Defendants paid all required minimum wages to their employees as required under the California Labor Code;
- (6) Whether Defendants reimbursed employees for reasonable business expenses, including mileage.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest periods to their employees, failed to pay all minimum wages owed, and issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. Additionally, Defendants failed to reimburse Plaintiff and Class members for reasonable business expenses. As a result, each putative class member will have the same basis for their legal claims.

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

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

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

16 **GENERAL ALLEGATIONS**

17 17. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
18 fully set forth herein.

19 18. Defendants own and manage a chain of restaurants in California.

20 19. Plaintiff RYAN DEVORE worked for Defendants as a non-exempt employee in
21 California. Plaintiff was at all times classified by Defendants as non-exempt employee, and was
22 entitled to overtime pay, minimum wages, meal and rest periods, and reimbursement for business
23 expenses. However, Defendants failed to provide meal and rest periods to Plaintiff and similarly
24 situated employees, failed to pay all minimum wages owed, and violated various other provisions
25 of the Labor Code

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

3 21. Defendants' uniform policies and practices alleged herein were unlawful, unfair,
4 and deceptive business practices whereby Defendants retained and continue to retain wages due
5 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
6 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other Class
7 Members who have been economically injured by Defendant' past and current unlawful conduct,
8 and all other appropriate legal and equitable relief.

9 22. Defendants did not allow Claimant and similarly situated employees to take their
10 statutorily required meal and rest periods. Defendants required Claimant and other similarly
11 situated employees to clock out for a 30-minute meal period at the start of their shift, and required
12 Claimant and other similarly situated employees to then work the remainder of their six to eight-
13 hour shifts without any meal break period.

14 23. Defendants also refused to provide rest periods to Claimant and similarly situated
15 employees for every 4 hours worked or major fraction thereof.

16 24. Defendants' management staff were aware this was occurring, and Claimant
17 specifically complained about it to Defendants, and still Defendants did not ensure meal and/ or
18 rest periods were provided to Claimant and similarly situated employees in compliance with
19 California law.

20 25. Claimant and similarly situated employees were suffered and permitted to work off
21 the clock without compensation when they were required to drive to other store locations in their
22 own personal vehicles without pay. Defendants and Claimant's manager were aware of this
23 additional work, but Claimant has not been compensated for it.

24 26. Claimant and similarly situated employees also incurred business expenses without
25 reimbursement. For example, Claimant was required to travel to Defendants' other locations in
26 his personal vehicle, and Defendants never reimbursed Claimant and similarly situated employees
27 for mileage.

1 27. As a result of the practices listed above Under California Labor Code Section 2802,
2 employers are required to indemnify employees for all expenses incurred in the course and scope
3 of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his
4 or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
6 employer, even though unlawful, unless the employee, at the time of obeying the directions,
7 believed them to be unlawful."

8 28. Because of these Labor Code violations, Defendants did not provide Plaintiff and
9 similarly situated employees legally compliant wage statements noting, among other things, total
10 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate.

12 29. Defendants also did not provide aggrieved employees all wages owed upon their
13 termination or within seventy-two (72) hours of their separation from employment.

14 30. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
15 employees with an accurate itemized wage statement in writing showing, among other things, gross
16 wages earned and all applicable hourly rates in effect during the pay period and the corresponding
17 amount of time worked at each hourly rate. Aside from the violations listed above in this paragraph,
18 Defendants failed to issue to Plaintiff and similarly situated employees an itemized wage statement
19 that lists all the requirements under California Labor Code 226 et seq.

20 31. Defendants' uniform policies and practices to not provide Plaintiff and Class
21 Members meal and rest periods, not pay all minimum wages earned, not pay all wages owed at
22 termination or resignation, and not to provide compliant wage statements are evidenced by
23 Defendants' business records.

24 32. Defendants, as a matter of corporate policy, practice, and procedure, intentionally,
25 knowingly and systematically failed to reimburse and indemnify Plaintiff and other Class Members
26 for required business expenses incurred in direct consequence of discharging their duties on behalf
27 of Defendants.
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33. Claimant is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Claimant intends to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

34. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

FIRST CAUSE OF ACTION
UNFAIR COMPETITION

35. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

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

37. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

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

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

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

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

6 40. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
7 fully set forth herein.

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

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

25 42. Defendants failed to list on the wage statements provided to Plaintiff and similarly
26 situated employees all hour worked and the applicable rates of pay and overtime rate. Plaintiff
27 alleges that Defendants failed to provide accurate itemized wage statements in accordance with
28 Labor Code section 226(a) to all members of the Labor Code Class.

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

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

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED

45. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

46. Defendants were required to compensate Plaintiff with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

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

48. In addition, California Labor Code section 558.1, subsection (a), provides that “Any employer or other person acting on behalf of an employer, who violates, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

49. California Labor Code section 558.1, subsection (b), further provides that the term “other person acting on behalf of any employer” means “a natural person who is an owner, director, officer, or managing agent of the employer.”

50. Provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code section 1194 have been violated by, or were caused to be violated by, Defendants. Plaintiff

1 is informed and thereon believes that each Defendant was acting on behalf of each other Defendant,
2 including as an owner and/or managing agent of Defendants, within the meaning of California
3 Labor Code section 558.1. Therefore, each Defendant may be held liable as the employer for the
4 violations of provisions regulating minimum wages or hours and days of work in any order of the
5 Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor
6 Code section 1194.

7 51. Defendants' conduct described herein violates California Labor Code section 1194,
8 and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff Class
9 have been damaged and deprived of minimum wages, in an amount to be established at trial.
10 Plaintiff and the Plaintiff Class now seek these wages, liquidated damages pursuant to California
11 Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor
12 Code sections 1194.

13 **FOURTH CAUSE OF ACTION**
FAILURE TO PROVIDE MEAL AND REST PERIODS

14 52. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
15 fully set forth herein.

16 53. An employer must provide an employee a meal period and/or rest period in
17 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

18 54. Labor Code section 512 and Wage Order 5-2001, section 11(A) require an employer
19 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
20 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must
21 provide a second meal period.

22 55. Labor Code section 226.7 and Wage Order 5-2001 section 12(A) require an
23 employer to provide a rest period of not less than ten (10) minutes for each work period of more
24 than four (4) hours or a major fraction thereof.

25 56. Plaintiff alleges that Defendants maintained a policy and procedure by which
26 Defendants failed to provide Plaintiff and similarly situated employees with compliant meal breaks
27 by requiring employees to clock out for their meal break immediately after clocking-in at the
28 beginning of their shift, and then requiring employees to work the remainder of their six (6) to

1 eight (8) hour shift without any meal break. In this way, Plaintiff and similarly situated employees
2 essentially started their shift thirty (30) minutes later than the scheduled time, and were denied a
3 compliant meal break.

4 57. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten
5 (10) minutes for each work period that he and similarly situated employees worked for four (4)
6 hours or major fraction thereof.

7 58. As a proximate cause of Defendants' failure to provide meal and rest periods,
8 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of
9 compensation for each meal period and/or rest period not provided, as a wage, from three (3) years
10 of the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and
11 Wage Order 5-2001 §§ 11(B), 12(B).

12 **FIFTH CAUSE OF ACTION**
WAITING TIME PENALTIES

13 59. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
14 fully set forth herein.

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

17 61. An employer who willfully fails to pay an employee wages in accordance with
18 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
19 up to thirty (30) days. California Labor Code § 203.

20 62. Plaintiff and similarly situated employees did not receive all wages at their
21 termination or separation from employment, including, but not limited to, unpaid minimum wages,
22 and unpaid meal and rest period penalties.

23 63. Defendants knew of their obligation to pay Plaintiff and Class Members and
24 Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct
25 shows Defendants' knowledge of their obligation to pay all wages owed upon termination and
26 willful refusal.
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64. 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.

SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES

65. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

66. 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.”

67. Defendants knew that Plaintiff and members of the Class incurred expenses for work purposes, including but not necessarily limited to business use of employee personal vehicles to travel between locations that were not their principal place of work for deliveries and for other purposes. However, Defendants did not reimburse Plaintiff or members of the Class for these expenses.

68. Defendants' conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

SEVENTH CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO PAGA § 2698 *ET SEQ.*

69. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

70. 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 Defendants' violations of the

1 California Labor Code, including but not necessarily limited to, those Labor Code violations
2 identified above.

3 71. On or about July 21, 2021, Plaintiff sent written notice to the LWDA regarding
4 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
5 PAGA. On July 26, 2021, Plaintiff filed an amended PAGA Notice. As of the date of the filing of
6 this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate
7 Plaintiff's PAGA claims.

8 72. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California
9 and all Aggrieved Employees for all violations of the Labor Code from July 21, 2020, through trial
10 on this matter.

11 **DAMAGES**

12 WHEREFORE Plaintiff requests relief as follows:

- 13 1. A jury trial;
- 14 2. For an order certifying the class;
- 15 3. For an order certifying Plaintiff's counsel as class counsel;
- 16 4. For an order appointing Plaintiff as class representative;
- 17 5. For penalties and liquidated damages under the California Labor Code according to
18 proof allowed by law;
- 19 6. For compensatory damages, including, but not limited to, unpaid wages, plus
20 interest, according to proof allowed by law;
- 21 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
22 fees;
- 23 8. For injunctive relief;
- 24 9. For an award of prejudgment and post-judgment interest; and

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10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: July 26, 2021

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff RYAN DEVORE and the Class

1 **JURY TRIAL DEMAND**

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3 Plaintiff hereby demands a trial by jury.

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5 Dated: July 26, 2021

6 **Castle Law: California Employment Counsel, PC**

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8 By:  _____

9 Timothy B. Del Castillo

10 Lisa L. Bradner

11 Attorneys for Plaintiff RYAN DEVORE and the Class

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