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8 individually, and on behalf of all others
similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN JOAQUIN**

12 BRIAN HENRY, individually, and on behalf
13 of all others similarly situated,

14 Plaintiff,

15 vs.

16 WORLDWIDE FLIGHT SERVICES, INC.;
and DOES 1 through 100, inclusive,

17 Defendants.
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CASE NO.:

CLASS ACTION

COMPLAINT:

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

DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF BRIAN HENRY (“PLAINTIFF”) an individual, demanding a jury trial, on
3 behalf of himself and all other aggrieved employees, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of himself and all other “aggrieved
6 employees” who worked for Defendants WORLDWIDE FLIGHT SERVICES, INC., a Texas
7 corporation; and DOES 1 through 100 inclusive (collectively “DEFENDANTS”) to recover, among
8 other things, wages and penalties from unpaid wages earned and due, including but not limited to
9 unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and
10 rest period policies, failure to pay all wages due to discharged and quitting employees, failure to
11 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,
12 failure to provide accurate itemized wage statements, failure to maintain required records, and
13 interest, attorneys’ fees, costs, and expenses.

14 2. PLAINTIFF is a citizen and resident of the State of California who resides in
15 Manteca, California. At all times material to this complaint, PLAINTIFF was employed by
16 DEFENDANTS in the State of California as a non-exempt employee.

17 3. PLAINTIFF has worked for DEFENDANTS as a Warehouse Associate from on or
18 about June 17, 2024 to present. PLAINTIFF loads cargo planes for DEFENDANTS. This cargo
19 originates outside of California and/or is bound for destinations outside of California in other states
20 and/or countries.

21 4. DEFENDANTS failed to provide PLAINTIFF with meal and rest breaks as required
22 under the California Labor Code and failed to properly compensate PLAINTIFF for overtime.
23 DEFENDANTS prevented PLAINTIFF from taking breaks and interrupted PLAINTIFF’S breaks.
24 PLAINTIFF’S breaks cannot be taken off-premises because it takes longer than 10 minutes to exit
25 the warehouse.

26 5. DEFENDANTS routinely engaged in the improper practice of requiring employees,
27 including PLAINTIFF, to clock out and clock back in to “reset” their work day such that employees
28 effectively worked shifts longer than eight hours in duration without receiving overtime pay.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT WORLDWIDE FLIGHT SERVICES, INC. is and was at all times relevant hereto a Texas corporation organized and existing under the laws of the State of Texas. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT WORLDWIDE FLIGHT SERVICES, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT WORLDWIDE FLIGHT SERVICES, INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of San Joaquin, State of California.

7. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT designated as a DOE is highly responsible in some manner for the events and happenings referred to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities when ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint employers of PLAINTIFF.

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

9. At all material times herein, each DEFENDANT was the agent, servant, co-conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope, and course of said agency, service, conspiracy and/or employment and with the express and/or implied knowledge, permission, and consent of the remaining Defendants, and ratified and approved the acts of the other DEFENDANTS. However, each of these allegations are deemed

1 alternative theories whenever not doing so would result in a contradiction with the other allegations.

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

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

9 12. At all relevant times herein, PLAINTIFF and other aggrieved employees were
10 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
11 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
12 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
13 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
14 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
15 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
16 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved
17 employees for necessary expenditures; and requiring, permitting or suffering the employees to work
18 off the clock, in violation of the California Labor Code and the applicable Welfare Commission
19 ("IWC") Orders.

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

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

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

4 **JURISDICTION AND VENUE**

5 16. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State California, and DEFENDANTS are qualified to do business
7 in California and regularly conduct business in California. Further, no federal question is at issue
8 because the claims are based solely on California law.

9 17. Venue is proper in this judicial district and the County of San Joaquin, California
10 because aggrieved employees performed work for DEFENDANTS in the County of San Joaquin,
11 DEFENDANTS maintain offices and facilities and transact business in the County of San Joaquin,
12 and DEFENDANTS' illegal payroll policies and practices, which are the subject of this action were
13 applied, at least in part, to PLAINTIFF, and other persons similarly situated in the County of San
14 Joaquin.

15 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

16 18. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
17 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
18 former non-exempt aggrieved employees of DEFENDANTS working as Warehouse Associates, or
19 in similar non-exempt positions in the State of California at any time within the period beginning
20 one year prior to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the
21 time this action settles or proceeds to final judgment ("PENALTY PERIOD").

22 19. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
23 on April 25, 2024 to the California Labor and Workforce Development Agency ("LWDA") and by
24 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
25 Orders alleged to have been violated, including the facts and theories to support the alleged
26 violations. Within sixty-five (65) days from the submission and postmark date of this LWDA letter,
27 PLAINTIFF will amend the Complaint to seek penalties under PAGA, but does not seek such
28 penalties until this 65-day period has lapsed.

1 **CLASS ACTION ALLEGATIONS**

2 20. This action is appropriately suited for a Class Action because:

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

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

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

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

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

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

19 **(Against All DEFENDANTS)**

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

22 22. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
25 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
26 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
27 § 226.7, 512 and IWC Order No. 9-2001, § 11.

28 23. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage

1 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
2 not provided with a meal period, in accordance with the applicable wage order, one additional hour
3 of compensation at each employee's regular rate of pay for each workday that a meal period was
4 not provided.

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

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

11 **SECOND CAUSE OF ACTION**

12 **Failure to Provide Required Rest Periods**

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

14 **(Against All DEFENDANTS)**

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

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

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

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

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

4 **(Against All DEFENDANTS)**

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

7 31. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001,
8 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
9 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
10 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
11 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
12 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
13 seventh consecutive day of work in any workweek.

14 32. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
16 No. 9-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
17 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
18 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
19 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
20 §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFF
21 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
22 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording
23 time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
24 PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage
25 statements to PLAINTIFF for each pay period; and other methods to be discovered.

26 33. In violation of California law, DEFENDANTS have knowingly and willfully
27 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
28 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS

1 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
2 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
3 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
4 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

5 34. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
6 1194, 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code
7 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
8 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
9 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
10 expenses, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay Minimum Wages**

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

14 **(Against All DEFENDANTS)**

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

17 36. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-
18 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
19 in a payroll period is unlawful.

20 37. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
21 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
22 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
24 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;
25 failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide
26 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;
27 and other methods to be discovered.

28 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,

1 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned
2 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
3 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
4 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
5 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
6 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

7 **FIFTH CAUSE OF ACTION**

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

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

10 **(Against All DEFENDANTS)**

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

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

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

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

25 43. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
26 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
27 California Labor Code §§ 201 and 202.
28

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

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

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

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

(Against All DEFENDANTS)

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

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

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

49. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil

1 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
2 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
3 Labor Code § 226(e), as well as other available remedies.

4 **SEVENTH CAUSE OF ACTION**

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

6 **[Cal. Labor Code § 2802]**

7 **(Against All DEFENDANTS)**

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

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

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

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

24 **EIGHTH CAUSE OF ACTION**

25 **UNLAWFUL WAGE DEDUCTIONS**

26 **[Cal. Labor Code §§ 221, 223, 400-410; IWC Wage Order No. 9-2001, § 8]**

27 **(Against All DEFENDANTS)**

28 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 55. California Labor Code § 221 provides, “It shall be unlawful for any employer to
3 collect or receive from an employee any part of wages theretofore paid by said employer to said
4 employee.”

5 56. California Labor Code § 222.5 provides: “No person shall withhold or deduct from
6 the compensation of any employee, or require any prospective employee or applicant for
7 employment to pay, any fee for, or cost of, any pre-employment medical or physical examination
8 taken as a condition of employment, nor shall any person withhold or deduct from the compensation
9 of any employee, or require any employee to pay any fee for, or costs of, medical or physical
10 examinations required by any law or regulation of federal, state or local governments or agencies
11 thereof.”

12 57. California Labor Code § 223 provides: “Where any statute or contract requires an
13 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
14 while purporting to pay the wage designated by statute or by contract.”

15 58. California Labor Code §§ 400-410 provide the limited circumstances under which
16 an employer can exact a cash bond from its employees and are designed to protect employees from
17 taking or misappropriating employee funds held by the employer in trust.

18 59. IWC Wage Order No. 9-2001, § 8 provides that the only circumstance under which
19 an employer can make a deduction from an employee's wage due to cash shortage, breakage, or
20 loss of equipment is if the employer can show that the shortage, breakage, or loss was the result of
21 the employee's gross negligence or dishonest or willful act.

22 60. These and related statutes reflect California’s fundamental and substantial public
23 policy protecting employee wages. Specifically, these and related statutes are designed to prohibit
24 and prevent employers from using deductions or other similar practices to drive down the wage
25 scale, indirectly paying employees less than the stated wage, subjecting employees to unanticipated
26 or unpredicted reductions in their wages, making employees the insurers of their employer's
27 business losses, or otherwise passing the ordinary business losses of the employer onto the
28 employee.

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

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

14 **NINTH CAUSE OF ACTION**

15 **Unfair and Unlawful Business Practices**

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

17 **(Against All DEFENDANTS)**

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

20 64. Each and every one of DEFENDANTS' acts and omissions in violation of the
21 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
22 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
23 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
24 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
25 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
26 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
27 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
28 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties

1 constitutes unfair and unlawful business practices under California Business and Professions Code
2 § 17200 *et seq.*

3 65. DEFENDANTS' violations of California wage and hour laws constitute a business
4 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
5 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
6 MEMBERS.

7 66. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
8 rest periods, and other benefits as required by the California Labor Code, the California Code of
9 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
10 report, and pay the correct sums of assessment to the state authorities under the California Labor
11 Code and other applicable regulations.

12 67. As a result of DEFENDANTS' unfair and unlawful business practices,
13 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
14 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
15 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

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

22 **TENTH CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

24 **[Cal. Labor Code §§ 2698- 2699.5]**

25 **(Against All DEFENDANTS)**

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

28 70. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor

1 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
2 current and former employees of DEFENDANTS pursuant to the procedures specified in California
3 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
4 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
5 committed against PLAINTIFF during the PENALTY PERIOD.

6 71. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
7 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
8 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
9 Order No. 9-2001, § 20, from DEFENDANTS in a representative action for the violations set forth
10 above, including but not limited to:

- 11 a. Failing to properly compensate PLAINTIFF and other current and former
12 employees for missed meal periods in violation of California Labor Code §§
13 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 9;
- 14 b. Failing to properly compensate PLAINTIFF and other current and former
15 employees for missed rest periods in violation of California Labor Code §§
16 226.7 and 512 and IWC Wage Order No. 9;
- 17 c. Failing to properly compensate PLAINTIFF and other current and former
18 employees for all overtime hours worked in violation of California Labor Code
19 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 9;
- 20 d. Failing to compensate PLAINTIFF and other current and former employees at a
21 wage rate at least equal to the California minimum wage for each hour worked
22 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
23 IWC Wage Order No. 9;
- 24 e. Failing to maintain required records in violation of California Labor Code §§
25 1174-1174.5;
- 26 f. Failing to provide PLAINTIFF and other current and former employees with
27 accurate itemized wage statements that set forth the wage rate paid for each hour
28 worked, in violation of California Labor Code § 226;

1 g. Failing to properly compensate PLAINTIFF and other current and former
2 employees for all wages when due in violation of California Labor Code §§ 201,
3 202, and 204;

4 h. Failing to indemnify PLAINTIFF and other current and former employees for
5 necessary expenditures incurred in discharge of duties in violation of California
6 Labor Code § 2802; and

7 72. These penalties are in addition to any other relief available under the Labor Code. Labor
8 Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically
9 provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved
10 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
11 employee per pay period for each subsequent violation. PLAINTIFF is entitled to such civil penalties
12 under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil
13 penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204,
14 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

15 73. Plaintiff does not seek civil penalties pursuant to PAGA at this time, but will seek
16 such penalties after sixty-five (65) days have lapsed from the filing of the LWDA notice letter as
17 discussed herein.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
20 similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES
21 1 through 100, inclusive, and each of them, as follows:

- 22 1. For compensatory damages in an amount to be ascertained at trial;
- 23 2. For restitution of all monies due to PLAINTIFF, including the value of the
24 unlawfully converted tips, as well as disgorged profits from the unfair and unlawful
25 business practices of DEFENDANTS;
- 26 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
27 and IWC Wage Order No. 9-2001;
- 28 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, Eighth, Ninth, and Tenth 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: April 30, 2025

Respectfully submitted,

THE KICK LAW FIRM, APC

By: Taras Kick

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TARAS KICK
ROY K. SUH
TYLER J. DOSAJ

Attorneys for Plaintiff BRIAN HENRY,
individually, and on behalf of all others
similarly situated