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Attorneys for Plaintiff RYAN CROWE,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DIVISION**

RYAN CROWE, on behalf of himself and current
and former aggrieved employees

Plaintiff,

vs.

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

Defendants.

Case No.: **24STCV02184**

PAGA ACTION

**PLAINTIFF RYAN CROWE'S
COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff RYAN CROWE ("Plaintiff"), who alleges and complains against
Defendants WORLDWIDE FLIGHT SERVICES, INC.; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to authorize or permit

1 all legally required and/or compliant rest periods or pay rest period premium wages; failure to
2 timely pay earned wages during employment; statutory penalties for failure to provide accurate
3 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
4 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
5 representative basis, following notice to the Labor and Workforce Development Agency, civil
6 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
7 on behalf of Plaintiff, the State of California, and others aggrieved.

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
13 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to Los Angeles County at 5758 W. Century Blvd, Los
17 Angeles, CA 90045.

18 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
19 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
20 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
21 tolled from April 6, 2020, until October 1, 2020.

22 **III. PARTIES**

23 4. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will
27 work for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
3 approximately September, 2021, until on or about February 22, 2023.

4 5. Plaintiff is informed and believes and thereon alleges that Defendant
5 WORLDWIDE FLIGHT SERVICES, INC. is authorized to do business within the State of
6 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
7 and at all times relevant hereto were persons acting on behalf of Defendant WORLDWIDE
8 FLIGHT SERVICES, INC. the establishment of, or ratification of, the aforementioned illegal
9 wage and hour practices or policies. Defendant WORLDWIDE FLIGHT SERVICES, INC.
10 operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles
11 County, including but not limited to, at 5758 W. Century Blvd, Los Angeles, CA 90045.

12 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
13 through 50 are corporations, or are other business entities or organizations of a nature unknown to
14 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
15 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
16 working conditions of employment of Plaintiff and aggrieved employees.

17 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
18 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
19 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
20 supervisor, independent contractor and/or employee of each defendant who violated or caused to
21 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
22 the Industrial Welfare Commission's wage orders regulating hours and days of work.

23 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
24 sues said defendants by said fictitious names, and will amend this complaint when the true names
25 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
26 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
27 named defendants is in some manner responsible for the events and allegations set forth in this
28 complaint.

9. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

(Against all Defendants by Plaintiff)

10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, and the applicable Wage Orders.

12. Specifically, Defendants have committed the following violations of California Labor Code:

13. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

14. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

1 15. If the employer fails to authorize or permit a required rest period, the employer
2 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
3 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
4 Wage Order 9 at § 12.

5 16. In this case, Defendants failed to authorize or permit all legally required and
6 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
8 limited to:

9 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees an uninterrupted duty-free rest period of no less
11 than ten (10) minutes for each four-hour period of work, or major fraction thereof, as required by
12 law. Defendants did so by such policies, practices, and/or procedures including, but not limited to;

13 i. Requiring that Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees remain on Defendants' premises during their rest breaks;

15 ii. Not informing Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees of their right to take uninterrupted duty-free rest periods of no less
17 than ten (10) minutes for each four-hour period of work, or major fraction thereof, as required by
18 law.

19 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees a third uninterrupted, non-captive, and/or duty-free rest period of a
21 net (10) minutes for shifts exceeding ten (10) hours.

22 17. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
23 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
24 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
25 workday they did not receive legally required and compliant rest periods, in violation of Labor
26 Code section 226.7.

27 18. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays in which Defendants did not provide them with
2 rest periods in compliance with California law.

3 **19. Failure to timely pay earned wages during employment:** In California, wages
4 must be paid at least twice during each calendar month on days designated in advance by the
5 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
6 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
7 16th and the 26th day of that month and wages earned between the 16th and the last day,
8 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
9 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
10 paid within seven (7) calendar days following the close of the payroll period in which wages were
11 earned. Labor Code section 204(d).

12 **20.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
13 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
14 exempt employees' earned wages (including rest period premium wages), in violation of Labor
15 Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in
16 their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-
17 exempt employees' their earned wages within the applicable time frames outlined in Labor Code
18 section 204.

19 **21. Failure to provide complete and accurate wage statements:** Labor Code section
20 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
21 employee his or her wages, the employer must "furnish each of his or her employees ... an
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, except for any employee whose compensation is solely based on a salary and who is
24 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
27 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
28 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the

1 name of the employee and his or her social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.”

4 22. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees all wages
6 earned (including rest period premium wages) rendered Plaintiff’s and other current and former
7 aggrieved California-based hourly non-exempt employees’ wage statements inaccurate, in
8 violation of Labor Code section 226.

9 23. **Failure to pay employees all wages due at time of termination/resignation:** An
10 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
11 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
12 hours of resignation (Labor Code section 202).

13 24. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
14 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
15 all their earned wages (including rest period premium wages), Defendants failed to pay those
16 employees timely after each employee’s termination and/or resignation, in violation of Labor
17 Code sections 201, 202, and 203.

18 25. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
19 employee, on behalf of himself or herself and other current or former employees, to bring a civil
20 action to recover civil penalties against all Defendants pursuant to the procedures specified in
21 Labor Code section 2699.3.

22 26. Plaintiff has complied with the procedures for bringing suit specified in Labor
23 Code section 2699.3. On November 21, 2023, Plaintiff filed a PAGA Claim Notice with the
24 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
25 provisions of the Labor Code alleged to have been violated, including the facts and theories to
26 support the violations alleged.

27 27. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
3 to investigate Plaintiff's claims.

4 28. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, and 226.7
6 During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the
7 initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

8 a. For violations of Labor Code sections 201, 202, 203, 204, and 226.7; one
9 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
10 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
11 violation [penalty amounts established by Labor Code section 2699(f)(2)].

12 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
13 for each employee for each pay period for the initial violation, and for each subsequent violation,
14 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
15 established by Labor Code section 226.3].

16 29. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
17 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
20 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

21 **ON THE FIRST CAUSE OF ACTION:**

22 1. That Defendants be found to have violated the provisions of the Labor Code and
23 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

24 2. For any and all legally applicable penalties during the relevant statute of limitations
25 subject to any permissible tolling, including but not limited to those recoverable under the
26 California Labor Code, including but not limited to section 2699(f);

27 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
28 under California Labor Code section 2699(g); and

1 4. For such and other further relief, in law and/or equity, as the Court deems just or
2 appropriate

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4 Dated: January 26, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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