

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Jovahn Wiggins, Esq. (SBN 349903)
Tina Petrosian, Esq. (SBN 352752)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
jwiggins@lelawfirm.com
tpetrosian@lelawfirm.com

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
4/1/2026 2:54 PM
By: Toni Gonzalez, DEPUTY

Attorneys for Plaintiff FRANK BRYANT,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FRANK BRYANT, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

NATIONAL DISTRIBUTION CENTERS, LLC;
NFI INDUSTRIES, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CIVRS2604014

PAGA ACTION

**PLAINTIFF FRANK BRYANT'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff FRANK BRYANT ("Plaintiff"), who alleges and complains
against Defendants NATIONAL DISTRIBUTION CENTERS, LLC; NFI INDUSTRIES, 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

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
4 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
5 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
6 period premium wages; indemnification for all necessary expenditures or losses incurred by
7 employees in direct consequence of discharging their duties; statutory penalties for failure to timely
8 pay earned wages during employment; statutory penalties for failure to provide accurate wage
9 statements. Plaintiff experienced these violations personally, as well as is informed and believes
10 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
11 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
12 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
13 California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
19 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to San Bernardino County.

23 **III. PARTIES**

24 3. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will work
28 for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in San Bernardino County from in or
4 around June 13, 2023, through the present.

5 4. Plaintiff is informed and believes and thereon alleges that Defendant NATIONAL
6 DISTRIBUTION CENTERS, LLC is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-33 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant NATIONAL DISTRIBUTION
9 CENTERS, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
10 hour practices or policies. Defendant NATIONAL DISTRIBUTION CENTERS, LLC operates in
11 San Bernardino County and employed aggrieved employees in San Bernardino County.

12 5. Plaintiff is informed and believes and thereon alleges that Defendant NFI
13 INDUSTRIES, INC. is authorized to do business within the State of California and is doing business
14 in the State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto
15 were persons acting on behalf of Defendant NFI INDUSTRIES, INC. in the establishment of, or
16 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant NFI
17 INDUSTRIES, INC. operates in San Bernardino County and employed aggrieved employees in San
18 Bernardino County.

19 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
20 through 66 are corporations, or are other business entities or organizations of a nature unknown to
21 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
22 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
23 conditions of employment of Plaintiff and aggrieved employees.

24 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
25 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
26 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
27 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
28 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the

1 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

11 **FIRST CAUSE OF ACTION**

12 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
13 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

14 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
15 **Other Current and Former Aggrieved Employees)**

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

17 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
18 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, 6401.7,
19 6401.9 and the applicable Wage Orders.

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

22 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
23 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
24 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
25 which includes all time that an employee is under control of the employer and all time the employee
26 is suffered and permitted to work. This includes the time an employee spends, either directly or
27 indirectly, performing services which inure to the benefit of the employer.

28 14. Labor Code sections 1194 and 1197 require an employer to compensate employees

1 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
2 Wage Orders.

3 15. In this case, Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees worked more minutes per shift than Defendants credited them with having
5 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
7 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
8 to:

9 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock bag
11 checks prior to being permitted to clock-in for the start of their shifts.

12 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
13 based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock bag
14 checks prior to being permitted to clock out for the end of their shifts.

15 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
16 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
17 control without paying wages for that time. This resulted in Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees working time for which they were not
19 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
20 Wage Order.

21 17. Employee is further informed and believes, and based thereon alleges, that
22 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
23 Employer would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
26 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
27 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
28 is required to pay hourly employees for all “hours worked,” which includes all time that an employee

1 is under control of the employer and all time the employee is suffered and permitted to work. This
2 includes the time an employee spends, either directly or indirectly, performing services that inure to
3 the benefit of the employer.’

4 19. Labor Code sections 510 and 1194 require an employer to compensate employees a
5 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
6 hours in a workweek, and on any seventh consecutive day of work in a workweek:

7 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
8 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
9 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
10 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
11 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
12 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
13 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
14 employee.

15 Labor Code section 510.

16 20. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
18 to Defendants’ policies, practices, and/or procedures including, but not limited to:

19 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
20 based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock bag
21 checks prior to being permitted to clock-in for the start of their shifts.

22 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
23 based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock bag
24 checks prior to being permitted to clock out for the end of their shifts.

25 21. Employee is further informed and believes, and based thereon alleges, that
26 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

29 22. The foregoing policies, practices, and/or procedures resulted in time during each
30 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
31 employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
5 sections 510, 1194 and 1198, and the applicable Wage Order.

6 23. **Failure to pay wages to hourly non-exempt employees for workdays that**
7 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
8 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
10 shifts of more than ten (10) hours in length.

11 24. California law requires an employer to authorize or permit an employee an
12 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
13 all duties and the employer relinquishes control over the employee's activities prior to the
14 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;
15 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
16 an employee for a work period of more than ten (10) hours per day without providing the employee
17 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
18 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
19 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
20 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
21 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

22 25. If an employer fails to provide an employee a meal period in accordance with the
23 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
24 for each workday that a legally required and compliant meal period was not provided. Labor Code
25 sections 226.7 and 1198; Wage Order 9 at §11.

26 26. In this case, Defendants failed to authorize or permit legally required and compliant
27 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
28 exempt employees due to Defendants' policies, practices, and/or procedures, including but not

1 limited to:

2 (a) Sometimes discouraging off-premises meal periods by requiring Plaintiff and other
3 current and former aggrieved California-based hourly non-exempt employees to be subjected to an
4 off-the-clock bag check process during meal periods if they left Defendants' premises during their
5 meal periods.

6 (b) Sometimes failing to provide Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no
8 less than thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees work shifts over ten (10) hours.

10 27. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
11 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
13 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
14 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

15 28. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
16 other current and former aggrieved California-based hourly non-exempt employees not receiving
17 wages to compensate them for workdays during which Defendants did not provide them with meal
18 periods in compliance with California law.

19 29. Employee is further informed and believes, and based thereon alleges, that
20 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
21 Employer would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

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

27 31. California law requires every employer to authorize and permit an employee a rest
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code

1 section 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
2 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
3 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
4 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
5 Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
6 Wage Order 9 at §12. Additionally, the rest period requirement ““obligates employers to permit –
7 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
8 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
9 duties and relinquish control over how employees spend their time. *Id.*

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

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

18 (a) Sometimes discouraging off-premises rest periods by requiring Plaintiff and other
19 current and former aggrieved California-based hourly non-exempt employees to be subjected to an
20 off-the-clock bag check process during rest periods if they left Defendants’ premises during their
21 rest periods.

22 (b) Sometimes failing to provide Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees with net ten (10) minute rest periods for every four
24 (4) hours worked or major fraction thereof.

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

1 226.7.

2 35. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
3 other current and former aggrieved California-based hourly non-exempt employees not receiving
4 wages to compensate them for workdays in which Defendants did not provide them with rest periods
5 in compliance with California law.

6 36. Employee is further informed and believes, and based thereon alleges, that
7 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
8 Employer would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 37. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
11 **Employment:** California law requires that every employer must indemnify its employees for all
12 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
13 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
14 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

15 38. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
16 and other current and former aggrieved California-based non-exempt hourly employees' necessary
17 expenditures they incurred in the discharge of their duties.

18 39. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
19 aggrieved employees would not receive indemnification for their employment related expenses.
20 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
21 compliance with California law.

22 40. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
23 employment related expenses, including but not limited to costs related to use of their personal cell
24 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

25 41. Employee is further informed and believes, and based thereon alleges, that
26 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

17 44. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
18 Employer would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 45. **Secret payment of lower wages than designated by statute:** Labor Code section
21 223 provides that, where any statute or contract requires an employer to maintain the designated
22 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
23 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
24 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
25 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
26 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
27 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
28 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

1 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
2 Employer would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

4 47. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
5 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
6 California Labor Code Section 6401.7 requires every employer to establish, implement, and
7 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
8 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
9 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
10 workplace violence hazards.

11 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
12 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
13 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
14 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
15 Employee and other aggrieved California-based hourly non-exempt employees in workplace
16 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
17 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
18 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable
19 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
2 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee.”

5 49. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
6 and other current and former aggrieved California-based hourly non-exempt employees all wages
7 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
8 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
9 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
10 226(a)(1, 2, 5 & 9).

11 50. Plaintiff believes these failures were willful and intentional.

12 51. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
13 Employer would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

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

19 53. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 section 2699.3. On January 21, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
21 provided notice to Defendants by certified mail which provided notice of the specific provisions of
22 the Labor Code alleged to have been violated, including the facts and theories to support the
23 violations alleged.

24 54. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
25 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
26 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
27 parties notice within 60 days of the date of Plaintiff’s PAGA Claim Notice that the LWDA intends
28 to investigate Plaintiff’s claims.

1 55. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, 1194,
3 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present, preceding
4 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
5 amounts:

6 a. For violations of Labor Code sections 226(a), 226.7, and 2802; one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
8 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
9 amounts established by Labor Code section 2699(f)(2)].

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

14 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
15 employee for each pay period for the initial violation, and for each subsequent violation, one
16 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
17 established by Labor Code section 558].

18 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
19 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
20 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
21 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
22 section 210].

23 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
24 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
25 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
26 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
27 section 225.5].

28 56. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

Dated: April 1, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Jovahn Wiggins, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiff
FRANK BRYANT, on behalf of himself and current
and former aggrieved employees