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COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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Attorneys for Plaintiff JOHNNY RAY MILLS,
on behalf of himself and current and former aggrieved employees

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

JOHNNY RAY MILLS, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

FLEXPORT, INC.; INTEGRITY STAFFING
SOLUTIONS INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CIVSB2621105

PAGA ACTION

**PLAINTIFF JOHNNY RAY MILLS'
COMPLAINT FOR:**

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

COMES NOW Plaintiff JOHNNY RAY MILLS ("Plaintiff"), who alleges and complains
against Defendants FLEXPORT, INC.; INTEGRITY STAFFING SOLUTIONS 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; failure to pay wages for accrued paid sick time at the regular rate of pay;
7 failure to pay accrued and vested vacation and/or paid-time-off (PTO) wages; statutory penalties for
8 failure to provide accurate wage statements; statutory waiting time penalties in the form of
9 continuation wages for failure to timely pay employees all wages due upon separation of
10 employment. Plaintiff experienced these violations personally, as well as is informed and believes
11 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
12 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
13 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
14 California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to San Bernardino County, at 2615 E. 3rd Street, Highland, CA
24 92346.

25 **III. PARTIES**

26 3. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location in San Bernardino County from in or
6 around July 10, 2024, until on or about November 11, 2025.

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

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

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

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

1 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
2 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

12 **FIRST CAUSE OF ACTION**

13 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
14 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

18 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
19 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 246, 510, 512,
20 1194, 1197, 6401.7, 6401.9, and the applicable Wage Orders.

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

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

1 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
2 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
3 Wage Orders.

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

10 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
12 including going through metal detectors checks, prior to clocking in for the start of their shift, after
13 clocking out for meal breaks, prior to clocking back in from meal breaks, and after clocking out for
14 the end of their shift.

15 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to spend time off-the-clock traveling from the security checkpoint to the
17 timeclock prior to being permitted to clock in for the start of their shift, traveling from the timeclock
18 to the security checkpoint after clocking out for meal breaks, traveling to the security check point
19 prior to clocking back in from meal breaks, and traveling from the timeclock to their security
20 checkpoint after clocking out for the end of their shift.

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

27 17. Employee is further informed and believes, and based thereon alleges, that
28 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
4 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
5 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
6 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
7 is under control of the employer and all time the employee is suffered and permitted to work. This
8 includes the time an employee spends, either directly or indirectly, performing services that inure to
9 the benefit of the employer.’

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

13 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
14 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
15 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
16 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
17 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
18 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
19 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
20 employee.

21 Labor Code section 510.

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

25 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
27 including going through metal detectors checks, prior to clocking in for the start of their shift, after
28 clocking out for meal breaks, prior to clocking back in from meal breaks, and after clocking out for
the end of their shift.

 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to spend time off-the-clock traveling from the security checkpoint to the

1 timeclock prior to being permitted to clock in for the start of their shift, traveling from the timeclock
2 to the security checkpoint after clocking out for meal breaks, traveling to the security check point
3 prior to clocking back in from meal breaks, and traveling from the timeclock to their security
4 checkpoint after clocking out for the end of their shift.

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

9 22. The foregoing policies, practices, and/or procedures resulted in time during each
10 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
11 employees were under the control of Defendants but were not compensated. To the extent that the
12 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
14 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
15 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
16 sections 510, 1194 and 1198, and the applicable Wage Order.

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

22 24. California law requires an employer to authorize or permit an employee an
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
24 all duties and the employer relinquishes control over the employee's activities prior to the
25 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;
26 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
27 an employee for a work period of more than ten (10) hours per day without providing the employee
28 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
3 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
4 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

9 26. In this case, Defendants failed to authorize or permit legally required and compliant
10 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
12 limited to:

13 (a) Failing to provide meal breaks that were duty-free and/or 30 minutes due to
14 Defendants’ requirement that Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees travel to and go through security after clocking out for meal breaks
16 and prior to clocking back in from meal breaks.

17 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees with timely, uninterrupted, duty-free meal breaks of at least thirty
19 (30) minutes for every five hours worked due to chronic understaffing coupled with workload.

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

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

1 29. Employee is further informed and believes, and based thereon alleges, that
2 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
3 Defendant would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

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

9 31. California law requires every employer to authorize and permit an employee a rest
10 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
11 section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
12 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
13 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
14 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
15 Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
16 Wage Order 9 at §12. Additionally, the rest period requirement "“obligates employers to permit –
17 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
18 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
19 duties and relinquish control over how employees spend their time. *Id.*

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

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

1 (a) Failing to provide duty-free rest breaks of a net 10-minutes due to Defendants'
2 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees travel to and from a designated area away from their workstations during their
4 rest breaks. Defendants did not elongate or extend Plaintiff's or other current and former aggrieved
5 California-based hourly non-exempt employees' rest break times to account for travel time between
6 their workstations and the designated break area resulting in rest breaks less than a net ten (10)
7 minutes.

8 (b) Failing to provide duty-free rest breaks by requiring Plaintiff and other current and
9 former aggrieved California-based hourly non-exempt employees to remain on Defendants'
10 premises during their rest breaks.

11 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with a rest break of ten (10) net minutes for every four (4) hours
13 worked or major fraction thereof due to chronic understaffing coupled with workload.

14 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
15 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
17 they did not receive legally required and compliant rest periods, in violation of Labor Code section
18 226.7.

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

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

27 37. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees

1 accrued paid sick time.

2 38. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
3 who...works in California for the same employer for 30 or more days within a year from the
4 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
5 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
6 at the commencement of employment. Labor Code section 246(b).

7 39. Here, Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
9 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
10 current and former aggrieved California-based hourly non-exempt employees who were employed
11 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
12 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
13 by Labor Code section 246(b).

14 40. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
15 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees’ paid sick days, in violation of Labor Code section 246.

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

20 42. **Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
21 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees accrued paid vacation time and/or personal time off
23 (“PTO”).

24 43. Labor Code section 227.3 states in relevant part “...whenever a contract of
25 employment or employer policy provides for paid vacations, and an employee is terminated without
26 having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
27 final rate in accordance with such contract of employment or employer policy respecting eligibility
28 or time served....” Given this, vacation/PTO wages are deferred wages that vest once accrued and

1 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
2 the employees' final rate of pay.

3 44. In this case, Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.
5 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
6 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
7 of Labor Code section 227.3.

8 45. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
9 Defendant would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

20 47. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
21 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
22 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
23 and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
24 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
25 other current and former aggrieved California-based hourly non-exempt employees' their earned
26 wages within the applicable time frames outlined in Labor Code section 204.

27 48. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
28 Defendant would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

2 49. **Secret payment of lower wages than designated by statute:** Labor Code section
3 223 provides that, where any statute or contract requires an employer to maintain the designated
4 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
5 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
6 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
7 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
8 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
9 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
10 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

14 51. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
15 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
16 California Labor Code Section 6401.7 requires every employer to establish, implement, and
17 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
18 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
19 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
20 workplace violence hazards.

21 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
22 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
23 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
24 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
25 Employee and other aggrieved California-based hourly non-exempt employees in workplace
26 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
27 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
28 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable

1 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

2 **52. Failure to provide complete and accurate wage statements:** Labor Code section
3 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
4 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
5 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
6 employee whose compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
8 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
10 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
11 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
12 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee.”

15 **53.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
18 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
19 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
20 226(a)(1, 2, 5 & 9).

21 **54.** Plaintiff believes these failures were willful and intentional.

22 **55.** Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
23 Defendant would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

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

1 57. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
2 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
3 their earned wages (including minimum wages, overtime wages, meal period premium wages,
4 and/or rest period premium wages), Defendants failed to pay those employees timely after each
5 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

6 58. Plaintiff believes these failures were willful and intentional.

7 59. Plaintiff also believes these failures were 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 60. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
11 on behalf of himself or herself and other current or former employees, to bring a civil action to
12 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
13 section 2699.3.

14 61. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 section 2699.3. On May 8, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
16 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
17 Code alleged to have been violated, including the facts and theories to support the violations alleged.

18 62. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff's claims.

23 63. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
25 246, 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
26 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
27 the following amounts:

28 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one

1 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
3 [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

24 **PRAYER FOR RELIEF**

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

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

28 1. That Defendants be found to have violated the provisions of the Labor Code and the

1 IWC Wages Orders as to the Plaintiff and aggrieved employees;

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

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

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

9
10 Dated: July 13, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

11
12 By:



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