

ARCH Legal, P.C.
Vilmarie Cordero (SBN 268860)
vcordero@archlegal.com
Dawn M. Berry (SBN 292335)
dberry@archlegal.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Derrick Grey

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DERRICK GREY, individually and on behalf
of the State of California, the general public
and all aggrieved employees,

Plaintiff,

v.

MP MINE OPERATIONS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2624357

REPRESENTATIVE ACTION

**COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 et seq.)**

Plaintiff Derrick Grey (“Plaintiff”), by and through his attorneys of record, brings this enforcement
action under the Private Attorneys General Act of 2004 (“PAGA”) on behalf of the State of California and
all aggrieved employees of Defendant MP Mine Operations, LLC and Does 1 through 50 (“Defendants”),
on the following grounds:

INTRODUCTION

1. This enforcement action is brought by Plaintiff on behalf of the State of California and all
current and former non-exempt employees who performed work for Defendants in the state of California
during the relevant statutory time period (referred to herein as “Aggrieved Employees”).

2. Through this action, Plaintiff alleges that Defendants have violated the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Orders by, among other things:

- a. Failing to authorize and provide legally compliant meal periods or timely pay premium wages for noncompliant meal periods during employment;
- b. Failing to authorize and provide legally compliant rest periods or timely pay premium wages for noncompliant rest periods during employment
- c. Failing to pay for all hours worked, including overtime and double time;
- d. Failing to timely pay all wages due and owing at the time of separation of employment and the required waiting time penalties;
- e. Failing to furnish accurate itemized wage statements; and
- f. Failing to maintain accurate employment records.

3. By and through this enforcement action, Plaintiff seeks to recover all available remedies including, but not limited to, civil penalties, reasonable attorneys’ fees, and litigation costs, as provided under California law.

4. All allegations in this complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 410.10. Defendants are licensed to do business, and are actually doing business, in the state of California. The amount in controversy, exclusive of interest, costs, and attorneys’ fees exceeds the minimum jurisdictional amount for this Court.

6. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court’s jurisdiction for purposes

1 of service of process. The unlawful acts alleged herein have a direct effect on Aggrieved Employees within
2 this county and throughout the state of California.

3 **THE PARTIES**

4 7. At all times relevant to this complaint, Plaintiff Derrick Grey was an adult residing in
5 Las Vegas, Nevada. Plaintiff was employed by Defendant MP Mine Operations, LLC in California as a
6 nonexempt Crusher Operator from July 10, 2023, to September 22, 2025.

7 8. Defendant MP Mine Operations, LLC is a Delaware limited liability company with its
8 principal place of business in Las Vegas, Nevada. MP Mine Operations, LLC owns and operates the
9 Mountain Pass mine, a rare earth mining and processing facility in San Bernardino County. The company
10 registered with the California Secretary of State in 2017 and is authorized to do business, and is actually
11 doing business, in the state of California.

12 9. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant
13 to this complaint, are employers subject to the Labor Code and applicable IWC Wage Order, as defined
14 therein, whose employees were and are engaged in work for Defendants throughout this county within the
15 state of California.

16 10. The true names and capacities, whether individual, corporate, subsidiary, partnership,
17 associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore
18 sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff
19 will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are
20 ascertained.

21 11. At all times relevant to this complaint, the acts alleged to have been done by the named
22 defendants are also alleged to have been done by the fictitiously named defendants and by each of their
23 agents and employees who acted within the scope of their agency and/or employment.

24 12. At all times relevant to this complaint, each defendant, including each fictitiously named
25 defendant, had control over Plaintiff and the Aggrieved Employees.

26 13. At all times relevant to this complaint, each defendant, including each fictitiously named
27 defendant, was the employer or other person acting on behalf of the employer, within the meaning of
28 Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

14. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

15. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

16. Plaintiff was employed by Defendants as a Crusher Operator from July 10, 2023, to September 22, 2025, at Defendants' Mountain Pass mine. As a Crusher Operator, Plaintiff's primary job duties consisted of operating heavy earthmoving equipment, completing safety checks and maintaining accurate records of equipment, and ensuring safe working practices are followed. At all times during his employment, Plaintiff was classified by Defendants as a nonexempt employee, earned an hourly wage, and was paid on a bi-weekly basis. Plaintiff typically worked 12 hour shifts, on a rotating basis.

17. As part of his compensation package, Plaintiff was provided an Owner-Operator Award of 200 restricted stock units. Under the terms of the award, the units were to vest in equal annual installments over four years. At various times throughout his employment, including as recently as August 26, 2025, Plaintiff received the cash value of the restricted stock units. This was reported on a wage statement as "Gross Pay," with all applicable taxes deducted.

18. Plaintiff contends that over the course of his employment, Defendants had a common practice of failing to authorize and provide legally compliant meal and rest periods. Plaintiff and other employees were often interrupted during their meal and rest periods in order to assist with equipment. Despite this, Plaintiff's records show that during the course of his employment, he was not paid a single meal or rest period premium. Rather, more than five weeks after his employment ended, Plaintiff received a letter from Defendants, which stated that the company had purportedly conducted an audit, determined that it may have underpaid some employees, and that any underpayment was not "knowing, intentional, or willful." As a result, Plaintiff was paid for 3.9 hours of "working time" and seven "premium payments." Not only did Defendants fail to indicate whether the premiums were for noncompliant meal or rest periods, but the premiums were paid at his base rate of pay and did not account for the value of the restricted stock units he received during the same period.

19. Plaintiff alleges that he and other nonexempt employees were also not paid for all hours they worked, most on which would have been overtime or double time. In addition to not being paid for the time they spent performing work during their meal periods, Plaintiff and other employees were often unable to clock in due to issues with the company's time clock. Plaintiff's records show numerous time clock correction forms, where he indicates that he was unable to clock in because the time clock was not working, his badge number was bad, or the ADP app was not working. While by signing the forms, Plaintiff gave his supervisor permission to adjust his time, he has no way of knowing whether the adjustments were accurate. In addition, as explained above, Defendants' failure to factor the value of restricted stock units into employees' regular rates of pay also resulted in Plaintiff and other nonexempt employees being underpaid for overtime and double time.

20. Plaintiff alleges that Defendants have a common practice of failing to timely pay all wages due and owing at the time of separation, or the required waiting time penalties. When Plaintiff was terminated on September 22, 2025, Defendants failed to provide him his final paycheck immediately upon termination. Despite repeated attempts to contact Human Resources and his supervisors for approximately one week, Plaintiff could not obtain his final wages or any information about his termination. Only after escalating the matter to corporate Human Resources in Las Vegas, did the company finally release Plaintiff's final paycheck, approximately two weeks after his actual termination date.

21. Plaintiff contends that Defendants have a common policy and practice of failing to furnish him and other Aggrieved Employees with accurate itemized wage statements. The wage statements issued by Defendants did not include the correct amount of gross or net wages earned, as required by the Labor Code. For example, Plaintiff's wage statements did not include the premium wages earned when a meal or rest period was noncompliant, nor did they include the correct overtime rate when employees were paid for Restricted Stock Units.

22. As a direct result of Defendants' illegal policies and procedures, Plaintiff contends Defendants failed to maintain accurate employment records reflecting Plaintiff's and other Aggrieved Employees' actual wages earned and owed in violation of California law.

PAGA DESIGNATION

23. Plaintiff seeks to represent himself and the following employees of Defendants:

Aggrieved Employees

All current and former nonexempt employees of Defendants who performed work for Defendants in the state of California starting from one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial. To the extent that equitable tolling operates to toll the claims by the Aggrieved Employees against Defendants, the time period should be adjusted accordingly.

24. Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

25. Plaintiff reserves his right to redefine the Aggrieved Employees as permitted by California law.

26. Pursuant to Labor Code section 2698 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

27. Pursuant to PAGA, all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees. (Lab. Code § 2699(m).)

28. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff’s and all other Aggrieved Employees’ employer or person acting on behalf of the Aggrieved Employees’ employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

29. Plaintiff is an “aggrieved employee” under PAGA because he was employed by the alleged violators, Defendants, and personally suffered each of the violations of law alleged herein.

30. Plaintiff has exhausted his administrative remedies. On June 2, 2026, Plaintiff submitted notice to the LWDA and Defendant MP Mine Operations, LLC informing them of the alleged violations of the Labor Code and applicable IWC Wage Order. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. (Lab. Code § 2699.3(a)(2)(A).) To date, the LWDA has not provided notice its intent to investigate the alleged violations.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, on behalf of the state of California and all Aggrieved Employees, against Defendants)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 et seq.]

31. Plaintiff realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

32. Plaintiff, on behalf of the state of California and all Aggrieved Employees, seeks to recover civil penalties, reasonable attorneys' fees, and litigation costs through this enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failing to provide legally compliant meal periods or timely pay premium wages for noncompliant meal periods during employment in violation of Labor Code sections 226.7, 512, 558, 1198, and the "Meal Periods" section of the applicable IWC Wage Order;
- b. Failing to provide legally compliant rest periods or timely pay premium wages for noncompliant rest periods during employment in violation of Labor Code sections 204, 226.7, 1198, and the "Rest Periods" section of the applicable IWC Wage Order;
- c. Failing to pay all wages for hours worked in violation of Labor Code sections 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;
- d. Failing to pay all overtime wages owed in violation of Labor Code sections 510, 558, 1194, 1197, 1198, and the "Hours and Days of Work" section of the applicable IWC Wage Order;
- e. Failing to timely pay all wages due and owing at the time of separation or the required waiting time penalties in violation of Labor Code sections 201, 202, and 203;
- f. Failing to furnish accurate itemized wage statements in violation of Labor Code

section 226, and the “Records” section of the applicable IWC Wage Order; and

g. Failing to maintain accurate employment records in violation of Labor Code sections 226, 1174, and the “Records” section of the applicable IWC Wage Order.

33. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, on behalf of the state of California and all Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 210.

34. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d). Plaintiff, on behalf of the state of California and all Aggrieved Employees, seeks the civil penalty imposed by section 1174.5.

35. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer’s conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, on behalf of the state of California and all Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

36. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys’ fees and costs. Plaintiff, on behalf of the state of California and all Aggrieved Employees, seeks attorneys’ fees and costs as provided by Labor Code section 2699(k)(1).

37. Labor Code sections 218.5, 226(e)(1), and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys’ fees and costs. Plaintiff, on behalf of the state of California and all

1 Aggrieved Employees, seeks attorneys' fees and costs as permitted by Labor Code sections 218.5,
2 226(e)(1), and Code of Civil Procedure section 1021.5.

3 38. Plaintiff, on behalf of the state of California and all Aggrieved Employees, requests further
4 relief as described in the below prayer.

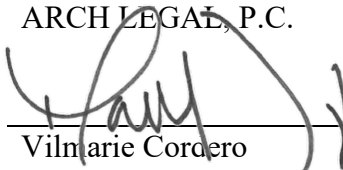
5 **PRAYER FOR RELIEF**

6 Plaintiff, on behalf of the state of California and all Aggrieved Employees, prays for judgment
7 against Defendants and in favor of the state of California and all Aggrieved Employees as follows:

- 8 a. For any and all civil penalties available for the violations of the Labor Code and
9 applicable IWC Wage Order alleged herein including, but not limited to, civil
10 penalties under Labor Code sections 210, 1174.5, 2699(f)(2), 2699(f)(2)(A), and/or
11 other applicable law;
12 b. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
13 including, but not limited to, Labor Code sections 218.5, 226(e)(1), and 2699(k)(1),
14 Code of Civil Procedure section 1021.5, and the "common fund" theory, the
15 "substantial benefit" theory, the "catalyst" theory and/or other applicable law; and
16 c. For any and all other relief as this Court deems proper and just.
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18 Dated: August 14, 2026

ARCH LEGAL, P.C.

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20 By:  _____

Vilmarie Cordero

Dawn M. Berry

Attorneys for Plaintiff Derrick Grey
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