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9 Attorneys for Plaintiff ATHENA TSIATSOS,  
10 on behalf of herself and current and former aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

13  
14 ATHENA TSIATSOS, on behalf of herself and  
current and former aggrieved employees

15 Plaintiff,

16 vs.

17 TOTAL PROFESSIONAL NETWORK, INC.  
18 dba CORE MEDSTAFF; and DOES 1 to 100,  
inclusive,

19 Defendants.

Case No.: **26STCV09434**

**PAGA ACTION**

**PLAINTIFF ATHENA TSIATSOS’  
COMPLAINT FOR:**

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

22 **COMES NOW** Plaintiff ATHENA TSIATSOS ("Plaintiff"), who alleges and complains  
23 against Defendant TOTAL PROFESSIONAL NETWORK, INC. dba CORE MEDSTAFF; and  
24 DOES 1 to 100, inclusive (collectively "Defendants") as follows:

25 **I. INTRODUCTION**

26 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
27 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself  
28 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 pay  
4 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required  
5 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all  
6 legally required and/or compliant rest periods or pay rest period premium wages; failure to pay  
7 wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide  
8 accurate wage statements. Plaintiff experienced these violations personally, as well as is informed  
9 and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis,  
10 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable  
11 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,  
12 the State of California, and others aggrieved.

## 13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars  
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
21 California, including but not limited to Los Angeles County, at 18300 Roscoe Blvd., Northridge,  
22 CA 91325.

## 23 **III. PARTIES**

24 3. Plaintiff brings this action as a representative of the Labor and Workforce  
25 Development Agency on behalf of herself 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 Los Angeles from in or around  
4 December 30, 2024, through the present.

5 4. Plaintiff is informed and believes and thereon alleges that Defendant TOTAL  
6 PROFESSIONAL NETWORK, INC. dba CORE MEDSTAFF is authorized to do business within  
7 the State of California and is doing business in the State of California and/or that Defendants DOES  
8 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant TOTAL  
9 PROFESSIONAL NETWORK, INC. dba CORE MEDSTAFF in the establishment of, or  
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant TOTAL  
11 PROFESSIONAL NETWORK, INC. dba CORE MEDSTAFF operates in Los Angeles County and  
12 employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to,  
13 at 18300 Roscoe Blvd., Northridge, CA 91325.

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

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

25 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
26 sues said defendants by said fictitious names, and will amend this complaint when the true names  
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this  
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

12 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
13 Defendants violated Labor Code sections 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197, 1198,  
14 6401.7, 6401.9, and the applicable Wage Orders.

15 11. Specifically, Defendants have committed the following violations of California  
16 Labor Code:

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

23 13. Labor Code sections 1194 and 1197 require an employer to compensate employees  
24 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the  
25 Wage Orders.

26 14. In this case, Plaintiff and other current and former aggrieved California-based hourly  
27 non-exempt employees worked more minutes per shift than Defendants credited them with having  
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all  
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited  
3 to:

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
5 non-exempt employees to clock out for their meal breaks but remain on duty due to chronic  
6 understaffing.

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

13 16. Employee is further informed and believes, and based thereon alleges, that  
14 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
15 Employer would further be liable for civil penalties pursuant to Labor Code section  
16 2699(f)(2)(B)(ii).

17 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
18 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
19 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
20 is required to pay hourly employees for all "hours worked," which includes all time that an employee  
21 is under control of the employer and all time the employee is suffered and permitted to work. This  
22 includes the time an employee spends, either directly or indirectly, performing services that inure to  
23 the benefit of the employer.'

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

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
28 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in  
any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half  
(1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours

1 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay  
2 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a  
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
employee.

3 Labor Code section 510.

4 19. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved  
5 California-based hourly non-exempt employees overtime wages for all overtime hours worked due  
6 to Defendants' policies, practices, and/or procedures including, but not limited to:

7 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
8 non-exempt employees to clock out for their meal breaks but remain on duty due to chronic  
9 understaffing.

10 20. Employee is further informed and believes, and based thereon alleges, that  
11 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
12 Employer would further be liable for civil penalties pursuant to Labor Code section  
13 2699(f)(2)(B)(ii).

14 21. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular  
15 rate at which an employee is employed shall be deemed to include all remuneration for employment  
16 paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement –  
17 Enforcement Policies and Interpretations Manual, Section 49.1.2.

18 22. In this case, Plaintiff alleges that when she and other current and former aggrieved  
19 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay  
20 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all  
21 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a  
22 policy, practice, and/or procedure of failing to include all remuneration such as stipend pay, for  
23 example, when calculating Plaintiff's and other current and former aggrieved California-based  
24 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

25 23. The foregoing policies, practices, and/or procedures resulted in time during each  
26 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
27 employees were under the control of Defendants but were not compensated. To the extent that the  
28 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved

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

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

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

21       26.     If an employer fails to provide an employee a meal period in accordance with the  
22 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay  
23 for each workday that a legally required and compliant meal period was not provided. Labor Code  
24 sections 226.7 and 1198; Wage Order 4 at §11.

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

1 (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
2 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes  
3 for every five hours worked, as a result of chronic understaffing coupled with a heavy workload

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

9 29. Finally, on occasions when Defendants paid Plaintiff and other current and former  
10 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,  
11 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional  
12 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-  
13 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,  
14 practice, and/or procedure of failing to include all remuneration such as stipend pay, for example,  
15 when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-  
16 exempt employees’ regular rate of pay for the purpose of paying meal period premium wages.

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

21 31. 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 32. **Failure to pay wages to hourly non-exempt employees for workdays that**  
26 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**  
27 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly  
28 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

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

20                 (a) Failing to provide Plaintiffs and other current and former aggrieved California-based  
21 hourly non-exempt employees with timely, uninterrupted, duty-free net ten (10) minute rest breaks  
22 for every four (4) hours worked or major fraction thereof due to chronic understaffing coupled with  
23 a heavy workload.

24           36.     Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
25 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based  
26 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday  
27 they did not receive legally required and compliant rest periods, in violation of Labor Code section  
28 226.7.

1           37.     Finally, on occasions when Defendants did pay Plaintiff and other current and former  
2 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,  
3 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional  
4 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-  
5 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,  
6 practice, and/or procedure of failing to include all remuneration such stipend pay, for example, when  
7 calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt  
8 employees’ regular rate of pay for the purpose of paying rest period premiums.

9           38.     Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and  
10 other current and former aggrieved California-based hourly non-exempt employees not receiving  
11 wages to compensate them for workdays in which Defendants did not provide them with rest periods  
12 in compliance with California law.

13           39.     Employee is further informed and believes, and based thereon alleges, that  
14 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
15 Employer would further be liable for civil penalties pursuant to Labor Code section  
16 2699(f)(2)(B)(ii).

17           40.     **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where  
18 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
19 accrued paid sick time.

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

25           42.     Here, Plaintiff and other current and former aggrieved California-based hourly non-  
26 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick  
27 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other  
28 current and former aggrieved California-based hourly non-exempt employees who were employed

1 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)  
2 hour per every thirty (30) hours worked, beginning at the commencement of employment as required  
3 by Labor Code section 246(b).

4 43. In this case, Plaintiff alleges that when she and other current and former aggrieved  
5 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
6 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include  
7 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
8 policy, practice, and/or procedure of failing to include all remuneration including but not limited to  
9 stipend pay, for example, when calculating Plaintiff and other current and former aggrieved  
10 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick  
11 time.

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

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

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

27 47. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to  
28 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt

employees' earned wages (including minimum wages, overtime wages, meal period premium wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

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

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

Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties

1 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges  
2 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention  
3 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train  
4 Employee and other aggrieved California-based hourly non-exempt employees in workplace  
5 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant  
6 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also  
7 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable  
8 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22       **53.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
23 and other current and former aggrieved California-based hourly non-exempt employees all wages  
24 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
25 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based  
26 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section  
27 226(a)(1, 2, 5 & 9).

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

1           55. 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           56. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,  
5 on behalf of himself or herself and other current or former employees, to bring a civil action to  
6 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code  
7 section 2699.3.

8           57. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
9 section 2699.3. On December 10, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and  
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
11 the Labor Code alleged to have been violated, including the facts and theories to support the  
12 violations alleged.

13           58. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the  
16 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends  
17 to investigate Plaintiff's claims.

18           59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
19 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 246, 510, 512,  
20 1194, 1198, 6401.7, and 6401.9. During Plaintiff's employment and continuing through the present,  
21 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the  
22 following amounts:

23               a. For violations of Labor Code sections 226(a), 226.7, and 1198 one hundred  
24 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred  
25 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty  
26 amounts established by Labor Code section 2699(f)(2)].

27               b. For violations of Labor Code section 226(a), alternatively, two hundred fifty  
28 dollars (\$250) for each employee for each pay period for the initial violation, and for each

subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

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

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

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

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

#### **PRAYER FOR RELIEF**

**WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF 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

1 under California Labor Code section 2699(g); and

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

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5 Dated: March 24, 2026

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

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By:



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Attorneys for Plaintiff

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ATHENA TSIATSOS, on behalf of herself and  
current and former aggrieved employees

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