

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Theresa Traber

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ANGELIQUE NEVAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)**

ANGELIQUE NEVAREZ,

Plaintiff,

vs.

DON MEHRABI, M.D., A PROFESSIONAL
MEDICAL CORPORATION; DONNY
MEHRABI; and DOES 1 to 25, inclusive,

Defendants.

Case No.: **23STCV05318**

COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS
GENERAL ACT ("PAGA");**

COMES NOW, Plaintiff, ANGELIQUE NEVAREZ (hereafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants DON MEHRABI, M.D., A PROFESSIONAL MEDICAL CORPORATION; DONNY MEHRABI; and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant DON MEHRABI, M.D., A PROFESSIONAL MEDICAL CORPORATION is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant DONNY MEHRABI is and was a male resident of the County of Los Angeles, State of California, and the owner, managing agent, and/or director of DON MEHRABI, M.D., A PROFESSIONAL MEDICAL CORPORATION. Plaintiff further alleges that DONNY MEHRABI is and was involved in the day-to-day operations of the business and as such, controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt employees. DONNY MEHRABI is being included in this lawsuit pursuant to Labor Code section 558.1. Defendant DON MEHRABI, M.D., A PROFESSIONAL CORPORATION, and DONNY MEHRABI are collectively referred to herein as “MEHRABI” or “Defendant(s)”.

5. The “Aggrieved Employees” are all current and former non-exempt or hourly paid employees who worked for Defendants at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

8. Plaintiff started working at MEHRABI as a Medical Assistant on or around January 2022. During her employment tenure, Plaintiff was classified as an hourly, non-exempt employee and earned approximately \$18.00 per hour. Plaintiff's employment was terminated on or around June 2022.

9. MEHRABI has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees.

10. MEHRABI has committed the below labor code violations against Plaintiff and other hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary

1 employees. The trial court determined Huff was not a temporary employee, and therefore,
2 lacked standing to bring the claim. Thus, Securitas was granted a motion for summary
3 judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a
4 new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
5 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
6 statute only allows the PAGA representative to sue for violations that the representative has
7 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
8 on behalf of themselves and others. The statute also states that an “aggrieved employee” is “any
9 person who was employed by the alleged violator and against whom one or more of the alleged
10 violations was committed.” Because at least one of the violations that Huff had alleged had
11 affected him personally, the Court of Appeal denied Securitas’ motion.
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14 11. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves
15 and other employees, it allows for suits broader than the specific violations the named
16 employee experienced. Therefore, even if the employee did not personally experience the
17 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
18 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
19 behalf of all hourly employees, including hourly non-exempt employees.
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21 12. MEHRABI did not provide Plaintiff and other similarly situated aggrieved
22 employees with the minimum wages to which they were entitled for all work performed and did
23 not compensate her and others for all hours worked pursuant to California Labor Code sections
24 1194, 1197 and 1197.1. This is so because Plaintiff and others consistently worked “off the clock”
25 in that the company had a policy of rounding down hours to the detriment of employees who
26 would not be paid for all hours worked. In addition, Plaintiff consistently worked “off the clock”
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1 in that she would be forced to stay past her regular scheduled works hours several times per week
2 and AFTER being clocked out in order to attend work-related meetings or for updates on work-
3 related issues. Ownership and management were aware that Plaintiff was “off the clock” and yet
4 did not compensate her for these work hours. Moreover, Plaintiff would consistently, at least
5 every other day, be asked to perform work tasks DURING her meal periods but would not be
6 compensated for this time. Consequently, Plaintiff was not being paid for all hours worked and
7 was not being paid the minimum wage for all hours worked.
8

9 13. Due to the above , including the “off the clock” work, MEHRABI also violated
10 Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
11 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
12 and/or 40 hours per week throughout their employment. This is so because MEHRABI did not
13 factor in the “off the clock” hours for purposes of overtime payment in that the “off the clock”
14 hours caused Plaintiff and others to be entitled to overtime compensation, however, they were
15 not paid any overtime compensation. As such, Plaintiff and others simply did not receive
16 overtime compensation even though they clearly worked overtime hours. Moreover, any bonuses
17 or incentive payments were not factored into Plaintiff’s and others’ regular rate of pay for
18 purposes of deciphering the correct overtime rate of pay.
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21 14. MEHRABI violated Labor Code §§ 512 and 226.7 along with the applicable
22 Industrial Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and
23 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
24 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
25 said meal periods. MEHRABI did not completely relieve Plaintiffs of all duties during said meal
26 periods. MEHRABI did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate
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1 of compensation for each workday that one or more statutory meal periods was not provided. It
2 was not part of the company culture for employees such as Plaintiff and others to consistently
3 receive a meal break before the 5th hour worked and for the meal break to be uninterrupted. In
4 fact, and as alluded to above, Plaintiff would consistently be given work tasks to complete while
5 she on her lunch break and was “off the clock”. This was the normal course of action at the
6 medical office. It was the normal practice and custom of MEHRABI not to authorize, permit,
7 and enforce UNINTERRUPTED statutory meal periods. As such, the environment and culture
8 at MEHRABI, especially in a fast-paced medical office, was not conducive to receiving statutory
9 meal breaks under California law.
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11 15. Similarly, MEHRABI violated Labor Code § 226.7 along with the applicable
12 Industrial Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and
13 other similarly situated aggrieved employees 10-minute rest periods for every four hours of work,
14 or majority portion thereof, throughout their employment. MEHRABI did not completely relieve
15 Plaintiff of all duty during said rest periods. MEHRABI did not pay to Plaintiff one additional
16 hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory
17 rest periods was not provided. Like the situation involving meal breaks, it was not company
18 policy and not part of the company culture for employees such as Plaintiff and others to take
19 timely, uninterrupted rest breaks per day. In fact, Plaintiff and others did not receive a single
20 statutory rest break throughout their employment tenure. As such, the culture at MEHRABI did
21 not lend itself to the employees receiving timely and uninterrupted statutory breaks wherein they
22 were relieved of all work duties. It was the normal practice and custom of MEHRABI not to
23 authorize, permit, and enforce statutory rest periods as rest periods simply did not exist.
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26 16. Furthermore, during the relevant time period, and due to the violations as alleged
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1 above, MEHRABI failed to pay Plaintiff and other similarly situated aggrieved employees all
2 wages due to them within any time period specified by California Labor Code section 204.
3 MEHRABI was also in violation of California Labor Code section 226(a) by failing to include
4 pertinent information on the wage statements, including but not limited to, all hours worked, all
5 hourly rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal
6 and rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct
7 name and address of the employing entity, the start and end of the pay period, and reimbursement
8 for business expenses, among others. As such, MEHRABI did not provide Plaintiff and other
9 similarly situated aggrieved employees with complete, accurate itemized wage statements during
10 the PAGA period.
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13 17. MEHRABI violated Labor Code § 203 because it willfully failed to pay Plaintiff
14 and other similarly situated aggrieved employees their earned and due wages upon separation of
15 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
16 These earned but unpaid wages include compensation for all hours worked, overtime
17 compensation, premium pay for missed meal and rest breaks, and business expense
18 reimbursement, among others. In fact, after Plaintiff was terminated from her employment, she
19 did not immediately receive her final paycheck in contravention of California Labor Code section
20 203.
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23 18. During the relevant time period, MEHRABI also failed to keep accurate and
24 complete payroll records showing the hours worked by Plaintiff and other similarly situated
25 aggrieved employees as well as the correct wages paid to Plaintiff (for “off the clock” work) and
26 other aggrieved employees pursuant to California Labor Code sections 1174(d).

27 19. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-
28 related expenses and costs that were not reimbursed by MEHRABI. These costs include, but are

1 not limited to, mileage for use of Plaintiff's vehicle for traveling between medical offices.
2 Moreover, Plaintiff did use her cell phone for work purposes in communicating with
3 management/ownership. Accordingly, MEHRABI was in violation of California Labor Code
4 sections 2800 and 2802.

5 **FIRST (AND ONLY) CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **Representative Claim for PAGA penalties under California Labor Code sections 203, 204**
8 **and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 2800, 2802,**
9 **2698, 2699, and the applicable Industrial Welfare Commission Wage Order Nos. 4-2001**

10 **(Against All Named Defendants and all DOE Defendants)**

11 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

13 21. Pursuant to law, Plaintiff provided the required written notice to the California
14 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of
15 the California Labor Code that Defendants and DOE defendants have violated and continue to
16 violate.

17 22. Pursuant to California Labor code section 2699.3, no response was received from
18 the LWDA within 65 days of the postmark date of the above-alleged letter.

19 23. Plaintiff therefore has exhausted all administrative remedies required of her under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
21 of action and pursue penalties in a representative action for Defendants' violations of the Labor
22 Code.

23 24. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
24 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
25 departments, divisions, commissions, boards, agencies, or employees for violation of the code
26 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
27 on behalf of himself or herself and other current or former employees pursuant to the procedures
28 specified in California Labor Code section 2699.3.

25. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the

1 alleged violator and had one or more of the alleged violations committed against her, and therefore
2 is properly suited to represent the interests of all current and former non-exempt or hourly paid
3 employees who worked for Defendants at any of their California locations during the relevant
4 PAGA time period.

5 26. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
6 penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations
7 of numerous provisions of the California Labor Code as alleged in this Complaint.

8 27. Plaintiff therefore has exhausted all administrative remedies required of her under
9 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
10 of action and pursue penalties in a representative action for Defendants' violations of the Labor
11 Code.

12 28. California Labor Code section 2699 et seq. imposes penalties upon culpable
13 Defendants for violating the Labor Code.

14 29. California Labor Code section 558 establishes a civil penalty as follows: Any
15 employer or other person action on behalf of an employer who violates, or causes to be violated,
16 a section of this chapter or any provision regulating hours and days of work in any order of the
17 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
18 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
19 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each
20 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
21 period for which the employee was underpaid ...;

22 30. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
23 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
24 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

25 31. Specifically, Plaintiff seeks penalties under California Labor Code section 2699,
26 for the following:

27 Violations of California Labor Code sections 203, 204 and/or 204b, 210, 226, 226.3,
28 226.7, 510, 512, 558, 1174d, 1194, 1197, 1197.1, 2800, 2802, 2698, 2699 via 2698 and

1 2699, and any other Labor Codes and Wage Orders (including no. 4) violated on the facts
2 alleged in this Complaint.

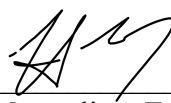
3 32. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
4 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
5 Employees as alleged herein in an amount to be shown according to proof at trial and within the
6 jurisdictional limits of this Court.

7 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
8 follows:

- 9 1. For the imposition of civil penalties;
- 10 2. For maximum civil penalties available under Labor Code Section 2699 against
11 Defendants in a manner and amount authorized by that statute, as described more
12 particularly in the Complaint and representative PAGA claims;
- 13 3. For all costs and disbursements incurred in this suit;
- 14 4. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
16 1021.5, and/or other applicable laws; and
- 17 5. For such other and further relief as this Court may deem proper.

18
19 Respectfully submitted,
20 Dated: March 9, 2023

MESSRELIAN LAW INC.

21 By 
22 Harout Messrelian, Esq.
23 Attorneys for Plaintiff, ANGELIQUE
24 NEVAREZ
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