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Superior Court of California,
Sacramento
09/15/2023
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By _____, Deputy
23CV008582

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7 **SUPERIOR COURT STATE OF CALIFORNIA**
8 **COUNTY OF SACRAMENTO**

9 JEANETTE MEDRANO, an individual,

10 Plaintiff(s),

11 v.

12 CALIFORNIA MATERNAL FETAL
13 MEDICINE, INC., a California
14 Corporation, MARWAN ALI, an
individual, DOES 1-20, inclusive,

15 Defendant(s).

Case No.:

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

1. **Failure to Pay Minimum Wage** (Lab. Code, §§ 1194, 1194.2, Wage Order 4)
2. **Failure to Pay Overtime** (Lab. Code, §§ 510, 1194; Wage Order 4)
3. **Failure to Provide Meal Breaks** (Labor Code § 512, Wage Order 4)
4. **Failure to Provide Rest Breaks** (Labor Code § 226.7, Wage Order 4)
5. **Failure to Provide Itemized Wage Statements** (Lab. Code, § 226)
6. **Failure to Reimburse Expenses** (Lab. Code § 2802)
7. **Failure to Timely Pay Wages During Employment** (Lab. Code, §§ 204, 210)
8. **Waiting-Time Penalties** (Lab. Code, §§ 201-203)
9. **Retaliation in Violation of Labor Code 1102.5**
10. **Breach of Contract**
11. **Violation Unfair Competition Law** (Bus. & Prof. Code § 17200)
12. **Wrongful Termination in Violation of Public Policy**
13. **Private Attorneys General Act** (Lab. Code § 2699, et seq.)

BY FAX

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I. INTRODUCTION

12 1. This complaint is brought by Plaintiff JEANETTE MEDRANO, former
13 employee of Defendant CALIFORNIA MATERNAL FETAL MEDICINE, INC., and
14 MARWAN ALI (“Defendant”). Plaintiff brings this complaint on behalf of herself and similarly
15 aggrieved employees under the California Attorneys General Act for violations of the California
16 Labor Code and Business and Professions Code, based on Defendants’ failure to pay for all
17 hours worked, failure to provide legally compliant meal breaks and rest breaks, or pay premiums
18 in lieu thereof, failure to provide accurate itemized wage statements, and failure to timely pay
19 wages owed. Defendants also retaliated against Plaintiff by terminating her employment in
20 retaliation for Plaintiff complaining to Defendants of these violations.

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II. JURISDICTION & VENUE

29 2. This Court has subject matter jurisdiction to hear this case because the amount in
30 controversy exceeds this Court’s jurisdictional minimum and because Defendants were residents
31 of, or were doing business in, the State of California, County of Sacramento.

32 3. Venue in this Court is proper pursuant to sections 395 and 395.5 of the Code of
33 Civil Procedure in that at all relevant times herein, one or more Defendants conducted
34 substantial business and/or committed violations of law in the County of Sacramento.

35 4. As a result of the violations alleged herein, all Defendants are subject to penalties
36 under the Private Attorneys General Act (“PAGA”), which Plaintiff Jeanette Medrano seeks for
37 herself, for other aggrieved current and former employees of Defendants, and the State of
38 California. Plaintiff is an aggrieved employee within the meaning of Labor Code section 2698,
39 *et seq.* and has complied with the pre-filing requirements of PAGA. Pursuant to Labor Code
40 section 2699.3 (a), Plaintiff gave written notice of the facts and legal basis for their claims on
41 May 15, 2023, as alleged herein, via online submission to the California Labor & Workforce
42 Development Agency (“LWDA”) and sent notice via certified mail to Defendants the same day.
43 To date, the LWDA has not provided a response to Plaintiff’s notice. As such, Plaintiff has
44 exhausted their administrative remedies and may bring an action on behalf of themselves and all
45 other Aggrieved Employees. Aggrieved Employees includes but are not limited to: all non-

1 exempt employees who have or continue to work for Defendants in California from May 15,
2 2022, to the present.

3 **III. PARTIES**

4 5. Plaintiff JEANETTE MEDRANO is an individual over the age of eighteen (18).
5 At all relevant times herein, Plaintiff was a California resident, employed by Defendants in
6 Sacramento County, California.

7 6. On information and belief, Plaintiff alleges that Defendant CALIFORNIA
8 MATERNAL FETAL MEDICINE, INC. is a California Corporation with its principal place of
9 business in Folsom, California.

10 7. On information and belief, Plaintiff alleges that Defendant MARWAN ALI is an
11 individual and during all times relevant is and was the Chief Executive Officer ("CEO") of
12 Defendant CALIFORNIA MATERNAL FETAL MEDICINE, INC. and, as such, this Defendant
13 MARWAN ALI is believed to be an "other person acting on behalf of an employer" within the
14 meaning of Labor Code §§ 558 and 558.1.

15 8. Plaintiff does not know the true names and capacities of Defendants sued in this
16 Complaint as DOES 1 through 20, inclusive, and therefore sues these Defendants by fictitious
17 names. Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1
18 through 20, inclusive, when ascertained. Plaintiff is informed and believes, and on that basis
19 alleges, that each of the Defendants named herein as DOES 1 through 20, inclusive, is
20 responsible in some manner for the occurrence, injury, and other damages alleged in this
21 Complaint.

22 9. Plaintiff is informed and believes, and on that basis alleges, that each Defendant
23 was in some manner responsible for the acts and damages alleged herein, and/or are indebted to
24 Plaintiff as alleged herein, and that each Defendant was the agent, employer and co-conspirator
25 of each other Defendant, and was acting in the course and scope of such agency and conspiracy.
26 In this Complaint where Plaintiff refers to Defendant singularly, such reference shall be
27 construed to be a reference to all Defendants named herein, including those named fictitiously.

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1 worked in excess of eight hours in a work day or 40 hours in a work week.

2 16. As a result of Defendants' pay practices, Defendants failed to provide Plaintiff
3 and other Aggrieved Employees with a code-compliant paystub. Plaintiff's and other Aggrieved
4 Employees' paystubs were inaccurate and did not accurately reflect the hours they worked or
5 amounts they were owed.

6 17. In approximately mid-November 2022 Plaintiff complained to Defendants of
7 their failure to provide legally compliant meal and rest breaks, and of discrepancies in her
8 paycheck based on Defendants' failure to properly calculate her travel time and expenses.

9 18. Immediately after Plaintiff complained about these issues, Plaintiff's supervisors
10 began treating her with coldness and hostility. Defendants did provide Plaintiff with an
11 additional check which they represented was compensation for the travel-related paycheck
12 discrepancies, however, Defendants' human resources manager expressed annoyance at being
13 required to perform an audit of Plaintiff's travel records. The human resources manager also
14 suggested to Plaintiff that if she was unhappy working for Defendants she should leave.

15 19. Just a few days after Plaintiff raised these issues to Defendants concerning her
16 meal and rest breaks and paycheck discrepancies, Defendants terminated Plaintiff's
17 employment. Defendants told Plaintiff she was being terminated because there had "some
18 complaints" about her. Defendants did not disclose to Plaintiff the substance of these supposed
19 complaints.

20 20. During Plaintiff's employment she was eligible to participate in Defendants'
21 401(k) retirement plan, which provided that for contributions made by employees to their 401(k)
22 accounts, Defendant would make matching contributions to those accounts up to the annual
23 contribution limit.

24 21. Although Plaintiff made contributions to her 401(k) account during her
25 employment, Defendants did not make the agreed matching contributions.

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1 herein, Plaintiff has suffered damages, including loss of earnings for hours of overtime worked
2 on behalf of Defendants.

3 32. Plaintiff requests relief as described below.

4 **THIRD CAUSE OF ACTION**
5 **Failure to Provide Meal Breaks**
6 **(Lab. Code, § 512, Wage Order 4)**
7 **(As to All Defendants)**

8 33. Plaintiff incorporates in this cause of action each and every allegation of the
9 preceding paragraphs, as though fully set forth herein.

10 34. Wage Order 4 and Labor Code section 512 provide that all non-exempt
11 employees are entitled to a 30-minute, uninterrupted meal break for every 5-hour shift worked
12 by the employee and a second meal period for shifts lasting over ten (10) hours.

13 35. An employer's failure to provide an opportunity to take a meal break entitles the
14 employee to an hour of pay for each day an employer fails to provide an opportunity to take a
15 meal break.

16 36. At all times herein relevant, Plaintiff was a non-exempt employee and entitled to
17 meal breaks.

18 37. At all times herein relevant, Defendants employed Plaintiff for periods of five (5)
19 hours or more without providing meal breaks of at least thirty (30) minutes or a second meal
20 period of at least thirty (30) minutes when Plaintiff worked more than ten (10) hours in a day.
21 Plaintiff did not waive her right to meal periods throughout her employment.

22 38. Defendants further failed to compensate Plaintiff for the premium wage(s) owed
23 resulting from their failure to provide the opportunity to take a meal break.

24 39. As a direct and proximate result of Defendants' unlawful conduct, as set forth
25 herein, Plaintiff has suffered damages, including a loss of wages.

26 40. Plaintiff requests relief as described below.

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FOURTH CAUSE OF ACTION
Failure to Provide Rest Breaks
(Labor Code § 226.7, Wage Order 4)
(As to All Defendants)

41. Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

42. Wage Order 4 and Labor Code section 226.7 provides that all non-exempt employees are entitled to at least a 10-minute rest break for each work period of more than four (4) hours, or major fraction thereof.

43. An employer's failure to provide an opportunity to take a rest break entitles the employee an hour of pay for each day an employer fails to provide an opportunity to take a rest break.

44. At all times relevant, Plaintiff was a non-exempt employee and entitled to rest breaks.

45. At all times relevant, Defendants failed to authorize and permit Plaintiff to take rest periods of at least 10 minutes for each work period of more than four (4) hours, or major fraction thereof.

46. Defendants further failed to compensate Plaintiff for the premium wage(s) owed resulting from their failure to provide the opportunity to take rest breaks.

47. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has suffered damages, including a loss of wages.

48. Plaintiff requests relief as described below.

FIFTH CAUSE OF ACTION
Failure to Provide Accurate Itemized Wage Statements
(Labor Code § 226)
(As to California Maternal Fetal Medicine, Inc. and Does 1-20)

49. Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

50. Labor Code section 226(a) requires employers to provide employees with regular itemized written statements showing, among other things, total hours worked, all applicable

1 hourly rates during the pay period, and the corresponding number of hours worked at each rate
2 by the employee. Defendants knowingly and intentionally failed to provide timely, accurate
3 itemized wage statements including this required information.

4 51. Labor Code § 226(e) provides that an employee suffering injury as a result of a
5 knowing and intentional failure by an employer to comply with section 226(a) is entitled to
6 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
7 a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period,
8 up to a maximum amount of \$4,000.

9 52. Labor Code § 226(e)(2) provides that an employee is deemed to suffer injury for
10 the purposes of Labor Code § 226 if the employer fails to provide the employee his/her wage
11 statement.

12 53. Defendant knowingly and intentionally failed to provide Plaintiff with accurate
13 itemized wage statements.

14 54. Plaintiff requests relief as described below.

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16 **SIXTH CAUSE OF ACTION**
17 **Failure to Reimburse Expenses**
18 **(Lab. Code, § 2802)**
19 **(As to All Defendants)**

20 55. Plaintiff incorporates in this cause of action each and every allegation of the
21 preceding paragraphs, as though fully set forth herein.

22 56. California Labor Code section 2802(a) states that "An employer shall indemnify
23 his or her employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
25 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
26 believed them to be unlawful."

27 57. During her employment Plaintiff was required to incur expenses necessary for the
28 performance of her job duties, which were not reimbursed by Defendants.

58. As a result of Defendants' conduct, Plaintiff is entitled to reimbursement of her

1 work-related expenses.

2 59. Plaintiff requests relief as described below.

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4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Timely Pay Wages During Employment**

6 **(Lab. Code, §§ 204, 210)**

7 **(As to California Maternal Fetal Medicine, Inc. and Does 1-20)**

8 60. Plaintiff incorporates in this cause of action each and every allegation of the
9 preceding paragraphs, as though fully set forth herein.

10 61. Labor Code section 204 requires employees to be paid earned wages at least
11 twice per month, on days designated in advance as regular paydays. If an employer fails to pay
12 wages during the proper pay period, the employee is entitled to a penalty of \$100 for an initial
13 violation and \$200 for each subsequent or willful, or intentional violation. Additionally, the
14 employee is entitled to 25% of the amount unlawfully withheld.

15 62. Defendants failed to properly and timely compensate Plaintiff for all wages
16 earned during Plaintiff's pay period(s).

17 63. Defendants' acts were willful and/or intentional.

18 64. As a result of Defendants' conduct, Plaintiff is entitled to the penalty set forth in
19 section 210 of the Labor Code.

20 65. Plaintiff requests relief as described below.

21 **EIGHTH CAUSE OF ACTION**

22 **Waiting-Time Penalties**

23 **(Lab. Code, §§ 201-203)**

24 **(As to All Defendants)**

25 66. Plaintiff incorporates in this cause of action each and every allegation of the
26 preceding paragraphs, as though fully set forth herein.

27 67. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
28 due immediately upon discharge, or within seventy-two (72) hours of quitting without notice.
Labor Code § 203 provides that where an employer willfully fails to make such timely payment,
the employer must, as a penalty, continue to pay the subject employees' wages until the back

1 wages are paid in full or an action is commenced, up to a maximum of thirty (30) days' wages.

2 68. Plaintiff was discharged from employment by Defendants without being paid all
3 wages that were due to them within the time required by Labor Code §§ 201 and 202.

4 Defendants' failure to pay these wages Defendants have been and continue to be willful.

5 69. As a result of Defendants' conduct, Plaintiff is entitled to waiting time penalties
6 in the amount of up to thirty (30) days' wages under Labor Code § 203.

7 70. Plaintiff requests relief as described below.

8 **NINTH CAUSE OF ACTION**

9 **Retaliation in Violation of Labor Code § 1102.5**

10 **(As to All Defendants)**

11 71. Plaintiff incorporates in this cause of action each and every allegation of the
12 preceding paragraphs, as though fully set forth herein.

13 72. At all relevant times, Labor Code section 1102.5 was in effect and was binding
14 on Defendants. This statute prohibited Defendants from retaliating against any employee,
15 including Plaintiff, for raising reasonable, good faith complaints of workplace illegality,
16 "regardless of whether disclosing the information is part of the employee's job duties."

17 73. As discussed herein Plain made reasonable, good faith complaints of workplace
18 illegality to Defendants based on Defendants' failure to provide legally compliant meal and rest
19 breaks and failure to properly compensate and/or reimburse Plaintiffs' travel time and expenses.
20 Defendants retaliated against Plaintiff by discriminating against her, harassing her, and taking
21 adverse employment actions against her, including terminating her.

22 74. As a direct and proximate result of Defendants' violations of Labor Code §
23 1102.5, Plaintiff has suffered losses in earnings, bonuses, deferred compensation and other
24 employment benefits, and suffered, and continues to suffer, embarrassment, humiliation and
25 mental anguish all to Plaintiff's damage in an amount according to proof.

26 75. Defendants' aforesaid acts of retaliation against Plaintiff were malicious,
27 oppressive, despicable, and done in conscious disregard of Plaintiff's rights. As such, exemplary
28 and punitive damages are warranted against Defendants, and each of them, in an amount

1 sufficient to punish said Defendants and to deter others from engaging in similar conduct.

2 76. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
3 Pursuant to Code of Civil Procedure section 1021.5 and/or other provisions of law, Plaintiff is
4 entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

5 77. Plaintiff requests relief as described below.

6 **TENTH CAUSE OF ACTION**

7 **Breach of Contract**

8 **(As to California Maternal Fetal Medicine, Inc. and Does 1-20)**

9 78. Plaintiff incorporates in this cause of action each and every allegation of the
10 preceding paragraphs, as though fully set forth herein.

11 79. Plaintiff and Defendants entered into a written agreement, as part of the terms
12 and conditions of Plaintiff's employment, that for contributions made by Plaintiff to her 401(k)
13 retirement account, Defendant would make matching contributions to Plaintiff's account up to
14 the annual contribution limit.

15 80. Despite Plaintiff's contributions of monies to her 401(k) account during her
16 employment, Defendants breached their agreement with Plaintiff by failing to make the agreed
17 matching 401(k) contributions.

18 81. As a direct and proximate result of Defendants' breach of contract, Plaintiff has
19 incurred damages including but not limited to economic damages .

20 82. Defendants' breach was a substantial factor in causing Plaintiff's damages.

21 83. Plaintiff requests relief as described below.

22 **ELEVENTH CAUSE OF ACTION**

23 **Violation Unfair Competition Law**

24 **(Bus. & Prof. Code § 17200)**

25 **(As to All Defendants)**

26 84. Plaintiff incorporates in this cause of action each and every allegation of the
27 preceding paragraphs, as though fully set forth herein.

28 85. Defendants' conduct, as alleged herein, constitutes an unlawful, unfair, and/or
fraudulent business practices, as set forth in Business & Professions Code section 17200.

1 Defendants conducted business activities while failing to comply with the legal mandates cited
2 herein. Plaintiff suffered injury in fact and lost money as a result of Defendants' unfair
3 competition.

4 86. As a result of Defendants' unlawful and unfair business practices, Plaintiff is
5 entitled to and does seek restitution, and other appropriate relief available under Business &
6 Professions Code § 17203, on her own behalf for four (4) years from the filing of this Action.

7 87. Plaintiff requests relief as described below.

8 **TWELFTH CAUSE OF ACTION**
9 **Wrongful Termination in Violation of Public Policy**
10 **(As to All Defendants)**

11 88. Plaintiffs incorporate in this cause of action each and every allegation of the
12 preceding paragraphs, as though fully set forth herein.

13 89. An employee may bring a wrongful discharge claim against an employer based
14 on a violation of public policy by an employer who violates a statute that inures to the benefit of
15 the public. (See, e.g., *Stevenson v. Sup. Ct. (Huntington Mem. Hosp.)*, (1997) 16 Cal 4th 880, *Jie*
16 *v. Liang Tai Knitwear Co.*, (2001) 89 Cal. App 4th 654, 660-61; *Tameny v. Atlantic Richfield*
17 *Co.* (1980) 27 Cal.3d 167, 172.) Thus, a violation of Labor Code 1102.5 is a violation of public
18 policy.

19 90. Defendants, and each of them, terminated Plaintiff's employment, in whole or in
20 part, in retaliation for Plaintiff's exercise of rights guaranteed under the Labor Code, as
21 described herein.

22 91. Defendants' discharge of Plaintiffs was in violation of public policy, as found in
23 Labor Code section 1102.5 which protected Plaintiff from retaliation for making reasonable,
24 good faith complaints of workplace illegality to Defendants based on Defendants' failure to
25 provide legally compliant meal and rest breaks and failure to properly compensate and/or
26 reimburse Plaintiff's travel time and expenses.

27 92. Plaintiff has suffered losses in earnings, bonuses, deferred compensation and
28 other employment benefits, and suffered, and continues to suffer, embarrassment, humiliation

1 and mental anguish all to Plaintiff's damage in an amount according to proof.

2 93. Defendants' aforesaid acts taken against Plaintiff in violation of public policy
3 were malicious, oppressive, despicable, and done in conscious disregard of Plaintiff's rights. As
4 such, exemplary and punitive damages are warranted against Defendants, and each of them, in
5 an amount sufficient to punish said Defendants and to deter others from engaging in similar
6 conduct.

7 94. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
8 Pursuant to Code of Civil Procedure section 1021.5 and/or other provisions of law, Plaintiff is
9 entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

10 95. Plaintiffs request relief as described below.

11 **THIRTEENTH CAUSE OF ACTION**

12 **Private Attorneys General Act**

13 **(Lab. Code, §§ 2698, *et seq*)**

14 **(As to California Maternal Fetal Medicine, Inc. and Does 1-20)**

15 96. Plaintiff incorporates in this cause of action each and every allegation of the
16 preceding paragraphs, as though fully set forth herein.

17 97. Plaintiff has alleged to the Labor Commissioner that Defendants have violated
18 the following provisions of the Labor Code in their dealings with Plaintiff and other Aggrieved
19 Employees:

- 20 • Violation of Labor Code §§ 510, 515; IWC Wage Order 4, (Failure to Pay Minimum
21 Wages);
- 22 • Violation of Labor Code §§ 510, 515; IWC Wage Order 4, (Failure to Pay Overtime
23 Wages);
- 24 • Violation of Labor Code §§ 512 and 226.7; IWC Wage Order 4, §§ 10(A) and 10(B)
25 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- 26 • Violation of Labor Code §§ 226, 226.3 (Inaccurate Wage Statements);
- 27 • Violation of Labor Code § 2802 (Failure to Reimburse Business Expenses);
- 28 • Violation of Labor Code §§ 204, 210 (Failure to Pay all Wages During the Pay Period);

1 and

- 2 • Violation of Labor Code §§ 201-203, 256 (Waiting-Time Penalties).

3 98. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
4 Code, or, if no civil penalty is provided, default penalties pursuant to California
5 Labor Code section 2699(f)(2).

6 99. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor
7 Code sections 2699(a) and 2699.3.

8 100. As a proximate result of the Defendants' conduct, Plaintiff and Aggrieved
9 Employees have been damaged and request relief as described below.

10 **PRAYER**

11 1. For general damages according to proof in an amount to exceed \$1,000,000;

12 2. For special damages according to proof in an amount to exceed \$1,000,000;

13 3. For exemplary damages, according to proof.

14 4. For pre-judgment, post-judgment, and statutory interest and all amounts subject
15 herein;

16 5. For attorney's fees according to statute including Labor Code section 218.5, Code
17 of Civil Procedure section 1021.5, and any other relevant provision under California law that
18 provides for the recovery of attorney's fees;

19 6. For costs of suit incurred in this action;

20 7. For penalties according to statute;

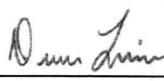
21 8. For injunctive relief;

22 9. For declaratory relief; and

23 10. For all other relief that this Court deems just and proper.

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25 DATED: September 14, 2023

DREW LEWIS, PC

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27 By: 
28 Drew Lewis
Attorney for Plaintiff(s)