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Attorneys for Plaintiff,
MAHIN FARAH ARDEBILI

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MAHIN FARAH ARDEBILI, an
individual,

Plaintiff,

vs.

MEDYGATE INC., a California
corporation; DARIUSH YAGHOUBI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV30044

COMPLAINT FOR:

- 1. SEXUAL HARASSMENT IN VIOLATION OF GOVT. CODE §12940(j);**
- 2. DISCRIMINATION BASED UPON GENDER IN VIOLATION OF GOVT. CODE §12940 (a);**
- 3. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 4. RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 5. FAILURE TO PREVENT DISCRIMINATION FROM OCCURRING IN VIOLATION OF GOVT. CODE §12940(k);**
- 6. HARASSMENT BASED ON SEX IN VIOLATION OF GOVT. CODE §12940 (a);**
- 7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
- 8. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 4);**
- 9. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§**

1194, 1194.2, 1197, 1197.1 1198; IWC Wage Order No. 4);
10. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 4);
11. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. *Labor Code* § 226.7; IWC Wage Order No. 4);
12. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226);
13. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. *Labor Code* §203);
14. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
15. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 et seq.).

DEMAND FOR A JURY TRIAL

MAHIN FARAH ARDEBILI (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Medygate Inc. owned and operated their business in Los Angeles County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Mahin Farah Ardebili (hereinafter “Plaintiff”) was an individual over age 18 and a resident of West Hills, California.

1 4. Plaintiff is informed and believes and thereon alleges that at all times material
2 hereto, Defendant Medygate Inc. ("MEDYGATE"), has been, and is a California corporation,
3 with a principal place of business at 447 Robertson Blvd., Suite 204, Beverly Hills, California
4 90211. At all times material hereto, MEDYGATE has been, and is, a biomedical service
5 provider.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant Dariush
7 Yaghoubi ("Dariush") (collectively with MEDYGATE "Defendants") is an individual, who at
8 all times relevant herein, was a resident of Los Angeles County. Dariush is the Chief Executive
9 Officer of MEDYGATE.

10 6. Plaintiff was employed by MEDYGATE as an Office Manager. Plaintiff is
11 informed and believes and thereon alleges that at all times material hereto MEDYGATE has
12 been authorized to do business and has been doing business in the State of California.

13 7. Plaintiff is informed and believes and thereon alleges, that at all times relevant
14 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
15 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
16 herein alleged, were acting within the course and scope of such agency or employment, and
17 with the approval and ratification of each of the other Defendants.

18 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
19 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
20 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
21 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
22 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
23 individual person who owned, controlled, or managed the business for which Plaintiff worked
24 and/or who directly or indirectly exercised operational control over the wages, hours, and
25 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
26 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
27 Defendants, which included decision-making responsibility for, and establishment of, sexual
28

1 harassment and gender discrimination practices and policies, and wage and hour violations, for
2 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
3 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
4 alleged herein.

5 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
6 through 100 are, and at all times relevant hereto were, persons, corporations or other business
7 entities organized and existing under and by virtue of the laws of the State of California, and
8 are/were qualified to transact and conduct business in the State of California, and did transact
9 and conduct business in the State of California, and are thus subject to the jurisdiction of the
10 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
11 employ persons, conduct business and engage in sexual harassment, gender discrimination and
12 wage and hour violations, in the County of Los Angeles.

13 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
14 fictitiously named Defendants aided and assisted the named Defendants in committing the
15 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
16 Defendant.

17 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
18 **ACTION**

19 **Employment Information**

20 11. Plaintiff was an employee of MEDYGATE since in or about June 2016. Plaintiff
21 worked as an Office Manager at MEDYGATE. Plaintiff was paid \$35.00 per hour. Plaintiff
22 worked 9 or more hours per day. She was employed at MEDYGATE until January 2, 2024,
23 when Plaintiff was wrongfully terminated.

24 **Sexual Harassment, Gender Discrimination and Wrongful Termination**

25 12. Plaintiff was denied a work environment free of sexual harassment, gender
26 discrimination and was targeted for wrongful termination on or about January 2, 2024.

27 13. Beginning in or about 2022, Plaintiff began getting sexually harassed by
28 Dariush.

1 14. Dariush was friends with Plaintiff's former boyfriend. Despite that, Dariush
2 began saying things to Plaintiff that made her feel uncomfortable. For example, Dariush told
3 Plaintiff "You should wear those pants from the other day", "You should wear makeup" and
4 "You should dress more sexy".

5 15. Further, Dariush would call Plaintiff to his office to allegedly help with his
6 computer. While Plaintiff was in his office, Dariush would lean up against her.

7 16. In or about 2023, Plaintiff broke up with her boyfriend. Dariush began to
8 sexually harass Plaintiff even more.

9 17. As a result, Plaintiff asked to work from home. Plaintiff told Dariush it was
10 because her boyfriend would no longer be driving her to work. Although Plaintiff was allowed
11 to work from home, Dariush kept asking Plaintiff to visit him and to help him out. Plaintiff
12 always refused.

13 18. Dariush told Plaintiff he was having problems with his wife because she did not
14 like his family and that because of his wife he was unable to see his brother.

15 19. In or about September 2023, Dariush offered Plaintiff \$25,000.00 to be with him
16 as his mistress. Plaintiff declined the offer.

17 20. Plaintiff was usually paid 2 payments biweekly; one payment was via direct
18 deposit for payroll and the second was by check for reimbursement. Shortly after Plaintiff
19 refused to be Dariush's mistress, Plaintiff's pay was decreased from \$35.00 to \$30.00 per
20 hour. Also, she no longer received the second payment for reimbursement.

21 21. In or about January 2024, Dariush told Plaintiff that he was sending a car to pick
22 up all the documents relating to MEDYGATE from her. Further, he told Plaintiff that she was
23 not terminated, but that she needed to come to the office. Shortly thereafter, Plaintiff was
24 terminated. Dariush falsely accused Plaintiff of stealing from MEDYGATE.

25 22. As a result of the sexual harassment and gender discrimination, Plaintiff suffered
26 emotional distress and aggravation.

27 23. MEDYGATE's wrongful termination of Plaintiff was wrongfully motivated by
28 her refusal to given in to Dariush's sexual advances.

1 24. At all times material hereto, MEDYGATE regularly employed five or more
2 persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

3 25. On November 14, 2024, Plaintiff filed an administrative complaint with the
4 Department of Fair Employment and Housing (“DFEH”) alleging sexual harassment and
5 gender discrimination by MEDYGATE and Dariush. On November 14, 2024, the DFEH
6 issued to Plaintiff a Right to Sue Notice as to MEDYGATE and Dariush.

7 26. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
8 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
9 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
10 amend this Complaint once she completes and complies with the provisions under the law.

11 **Wage and Hour Violations**

12 27. Plaintiff’s employment with MEDYGATE is governed by Industrial Welfare
13 Commission Wage Order 4, which applies to those employed in the professional, clerical,
14 technical, mechanical and similar occupations.

15 28. Under California law, non-exempt employees as defined by Wage Order No. 4,
16 are entitled to overtime wages for work in excess of 8 hours per day.

17 29. Under California law, non-exempt employees as defined by Wage Order No. 4,
18 are entitled to minimum wages.

19 30. As a result of Defendants’ failure to pay Plaintiff at required overtime and
20 minimum rates, the wage statements issued to her did not comply with *Labor Code* §226 and
21 California IWC Wage Order No. 4 in that they did not accurately reflect all wages earned and
22 due and owing.

23 31. Plaintiff was routinely not afforded meal breaks.

24 32. Plaintiff was routinely not afforded rest breaks.

25 33. Defendants routinely failed to provide Plaintiff with itemized wage statements
26 that properly and accurately itemized the number of hours she worked at the effective regular
27 rates of pay.

28 34. Defendants failed to pay Plaintiff all wages due on termination.

35. Defendants failed to provide Plaintiff with her requested employment records.

FIRST CAUSE OF ACTION

(Sexual Harassment in Violation of Government Code §§12940(j) - By Plaintiff Against all Defendants and Does 1 through 100)

36. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

37. In perpetrating the above-described actions, MEDYGATE and Dariush engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA, *Government Code* §12940(j).

38. Dariush sexually harassed Plaintiff. The harassment was sufficiently pervasive and severe as to alter the conditions of employment and create a hostile work environment.

39. As a proximate result of this sexual harassment in violation of public policy, Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe emotional distress, worry, fear, and special damages (including lost wages) all to her special and general damage, in the amount of at least \$239,400.000, according to proof at the time of trial.

40. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

41. All actions of MEDYGATE and Dariush were known, ratified and approved by the officers or managing agents of MEDYGATE. Therefore, Plaintiff is entitled to punitive or exemplary damages against MEDYGATE and Dariush in an amount to be determined at the time of trial.

SECOND CAUSE OF ACTION

**(Discrimination Based Upon Gender in Violation of Govt. Code §12940(a) - By Plaintiff
Against all Defendants and Does 1 through 100)**

42. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

1 43. California Government Code section 12940(a) prohibits discrimination,
2 including adverse employment action against an employee based on sex or gender, among other
3 protected bases.

4 44. Defendants' actions and conduct combined to create and allow a pattern of
5 discriminatory treatment toward Plaintiff due to her gender. Defendants' actions constituted a
6 continuing violation of Cal. Gov. Code § 12940, et seq.

7 45. Dariush sexually harassed Plaintiff due to her gender.

8 46. Defendants created and maintained a hostile work environment. Plaintiff was
9 subjected to unfair and hostile treatment by Defendants.

10 47. All of the conduct by Defendants was done with the full knowledge and
11 ratification of the management employees of MEDYGATE, and was consistent with the
12 recognized policies and procedures of Defendants, which tolerated and encouraged such
13 discriminatory conduct.

14 48. Defendants were aware of the hostile environment for women and did not take
15 effective, good faith action to investigate, remedy, prevent, or stop the harassment and gender
16 discrimination.

17 49. At all times herein mentioned, Defendants were legally required to refrain from
18 discriminating against and harassing any employee on the basis of gender, among other things.
19 Within the time provided by law, Plaintiff filed a complaint with the California Department of
20 Fair Employment and Housing, in full compliance with these sections, and she received a right
21 to sue letter.

22 50. Defendants' wrongful conduct proximately caused Plaintiff to suffer general
23 damages in the amount of at least \$239,400, special and statutory damages, according to proof.

24 51. Defendants conduct resulted in the damages and injuries to Plaintiff as alleged in
25 this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
26 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
27 and anguish, all to her damage in at least \$1,000,000, subject to proof at trial.

52. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

THIRD CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant MEDYGATE and Does 1 through 100)

53. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

54. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During her employment, MEDYGATE violated FEHA, California Government Code §12940 (j), due to Dariush's sexual harassment and gender discrimination.

55. MEDYGATE's harassment was hostile, abusive, continuous and pervasive to create a hostile work environment for Plaintiff.

56. MEDYGATE's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

57. Plaintiff was subjectively offended by MEDYGATE's conduct and any reasonable person in Plaintiff's position would perceive MEDYGATE's conduct as being offensive, hostile and abusive.

58. As a direct result of MEDYGATE's failure to take all reasonable steps necessary to prevent sexual harassment and gender discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in at least the amount of \$1,000,000, subject to proof at trial.

59. Plaintiff is hereby entitled to general and compensatory damages in at least the amount of \$239,400.00, subject to proof at trial.

60. MEDYGATE did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

3 61. All actions of MEDYGATE were known, ratified and approved by the officers
4 or managing agents of MEDYGATE. Therefore, Plaintiff is entitled to punitive or exemplary
5 damages against MEDYGATE in an amount to be determined at the time of trial.

6 62. Pursuant to California Government Code §12965(b), Plaintiff requests an award
7 of attorneys' fees in this action.

8 **FOURTH CAUSE OF ACTION**

9 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against** 10 **Defendant MEDYGATE and Does 1 through 100)**

11 63. Plaintiff realleges and incorporates by reference all of the allegations set forth
12 above in the Complaint.

13 64. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
14 which provides that it is unlawful to retaliate against a person "because the person has opposed
15 any practices forbidden under [Government Code sections 12900 through 12966] or because
16 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

17 65. As a result of Dariush's sexual harassment and gender discrimination, Plaintiff
18 was denied the right to work in an environment free of harassment and discrimination and was
19 wrongfully terminated by MEDYGATE.

20 66. MEDYGATE's retaliatory conduct toward Plaintiff caused her emotional injury,
21 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. MEDYGATE's
22 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

23 67. Plaintiff's refusal to be Dariush's mistress was the reason MEDYGATE
24 retaliated against her.

25 68. Plaintiff has suffered monetary damages, lost wages and privileges of
26 employment illegally caused by MEDYGATE's discriminatory conduct in the amount of at
27 least \$239,400.00, according to proof.
28

69. MEDYGATE did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

70. All actions of MEDYGATE were known, ratified and approved by the officers or managing agents of MEDYGATE. Therefore, Plaintiff is entitled to punitive or exemplary damages against the MEDYGATE in an amount to be determined at the time of trial.

71. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FIFTH CAUSE OF ACTION

(Failure to Prevent Sexual Harassment and Gender Discrimination from Occurring in Violation of Government Code §12940(k) - By Plaintiff Against Defendant MEDYGATE and Does 1 through 100)

72. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

73. MEDYGATE's conduct in subjecting Plaintiff to sexual harassment and gender discrimination constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent sexual harassment, gender discrimination and retaliation from occurring pursuant to California Government Code Section 12940(k).

74. MEDYGATE failed to take measures to prevent sexual harassment, gender discrimination and retaliation.

75. As a direct result of MEDYGATE's failure to take all reasonable steps necessary to prevent sexual harassment and gender discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in the amount of at least \$1,000,000, according to proof at trial.

1 recognized policies and procedures of MEDYGATE, which tolerated and encouraged such
2 discriminatory conduct.

3 85. At all times herein mentioned, Defendants were legally required to refrain from
4 harassing any employee on the basis of sex and/or gender, among other things. Within the time
5 provided by law, Plaintiff filed a complaint with the DFEH, in full compliance with these
6 sections, and received a right to sue letter.

7 86. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
8 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
9 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
10 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

11 87. Defendants did the things hereinabove alleged, intentionally, oppressively, and
12 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
13 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
14 ought not to be suffered by any member of the community.

15 88. All actions of Defendants were known, ratified and approved by the officers or
16 managing agents of MEDYGATE. Therefore, Plaintiff is entitled to punitive or exemplary
17 damages against the Defendants, and each of them, in an amount to be determined at the time
18 of trial.

19 89. Pursuant to California Government Code §12965(b), Plaintiff requests an award
20 of attorneys' fees in this action.

21 **SEVENTH CAUSE OF ACTION**

22 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.**

23 **– By Plaintiff Against Defendant MEDYGATE Does 1 through 100)**

24 90. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 91. Plaintiff alleges that significant policies exist in the State of California that
27 prohibit sexual harassment, gender discrimination, retaliation, wrongfully terminating an
28

1 employee for refusing to relent to sexual advances and protesting against unlawful employment
2 practices. Among others, the right to be free from harassment, gender discrimination and
3 retaliation are codified in the California and United States Constitutions and the provisions of
4 Government Code §§12900 *et seq.*

5 92. These policies are set forth in various laws including but not limited to
6 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment harassment).

7 93. MEDYGATE, acting through its Chief Executive Officer, Dariush, intentionally
8 created and knowingly engaged in and permitted sexual harassment and gender discrimination.

9 94. MEDYGATE wrongfully terminated Plaintiff in violation of important and
10 well-established public policies, including, but not limited to, policies against sexual
11 harassment and gender discrimination.

12 95. MEDYGATE's wrongful conduct proximately caused Plaintiff to suffer general,
13 special and statutory damages in the amount of at least \$239,400.00, according to proof.

14 96. As a further proximate result of the unlawful acts of MEDYGATE's as alleged
15 above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and
16 emotional and physical distress that a reasonable person would suffer upon losing her job. As
17 a result of such actions and consequent harm, Plaintiff has suffered such damages in the
18 amount of at least \$1,000,000, according to proof.

19 97. The above acts of MEDYGATE constituted a wrongful termination of Plaintiff
20 and were in violation of public policy as described above. Such termination was a substantial
21 factor in causing damage and injury to Plaintiff as set forth below.

22 98. Plaintiff believes and thereon alleges that engaging in protected activity,
23 including, but not limited to, refusing to become Dariush's mistress and not relenting to his
24 sexual advances, were factors in MEDYGATE's conduct as alleged hereinabove.

25 99. As a result of MEDYGATE's conduct, Plaintiff is entitled to recover punitive
26 damages in amount according to proof at trial.

27 100. Pursuant to California Government Code §12965(b), Plaintiff requests an award
28 of attorneys' fees in this action.

1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Pay Overtime in violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198**
3 **and IWC Wage Order No. 4 by Plaintiff Against all Defendants and Does 1-100)**

4 101. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 102. During Plaintiff's entire employment with MEDYGATE, pursuant to Cal. Lab.
7 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendants required to
8 compensate Plaintiff with premium pay for all overtime performed, for hours worked in excess
9 of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on
10 the seventh (7th) consecutive day of any work week.

11 103. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
12 who had not been paid overtime compensation could recover the unpaid balance of the full
13 amount of overtime/double time wages due, including interest thereon, together with
14 reasonable attorneys' fees and costs of suit.

15 104. Further, California Labor Code section 1198 provides,

16 The maximum hours of work and the standard conditions of labor fixed by the
17 commission shall be the maximum hours of work and the standard conditions
18 of labor for employees. The employment of any employee for longer hours than
19 those fixed by the order or under conditions of labor prohibited by the order is
20 unlawful.

21 105. Pursuant to IWC Wage Order No. 4 § 3, "Employment beyond eight (8) hours in
22 any workday is permissible provided the employee is compensated for such overtime at not less
23 than: ...(a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
24 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday..."

25 106. California Labor Code section 558 provides in pertinent part:

26 (a) Any employer or other person acting on behalf of an employer who
27 violates, or causes to be violated, a section of this chapter or any
28 provision regulating hours and days of work in any order of the

Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

107. Dariush is a person acting on behalf of MEDYGATE and is therefore liable to Plaintiff as an employer. Dariush caused the laws relating to overtime to be violated.

108. At times, Defendants expected Plaintiff to work overtime, but never paid her for any of the overtime hours she worked.

109. Throughout Plaintiff's employment, Defendants failed and refused to pay and properly calculate overtime compensation to Plaintiff as required by law.

110. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendants failure and refusal to pay overtime compensation, Plaintiff suffered damages in the amount of at least \$239,400.00, to be proven at trial.

111. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

NINTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 4– By all Plaintiff Against all Defendants Does 1 through 100)

112. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

1 113. *Labor Code* § 1197 states the California requirement that employees must be
2 paid at least the minimum wage fixed by the Commission, and any payment of less than the
3 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
4 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
5 amount of this minimum wage.” IWC Wage Order No. 4 also obligates employers to pay each
6 employee minimum wages for all hours worked. These minimum wage standards apply to each
7 hour employees worked for which they were not paid. Therefore, an employer’s failure to pay
8 for any particular hour of time worked by an employee is unlawful, even if averaging an
9 employee’s total pay over all hours worked, paid or not, results in an average hourly wage
10 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

11 114. California Labor Code section 558 provides in pertinent part:

12 (a) Any employer or other person acting on behalf of an employer who
13 violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid
17 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid
wages.

21 (3) Wages recovered pursuant to this section shall be paid to the affected
22 employee...

23 (c) The civil penalties provided for in this section are in addition to any
24 other civil or criminal penalty provided by law.

25 115. Dariush is a person acting on behalf of MEDYGATE and is therefore liable to
26 Plaintiff as an employer. Dariush caused the laws relating to minimum wages to be violated.

27 116. Here, Plaintiff was routinely not paid minimum wages since she was never
28 afforded meal/rest breaks.

117. *Labor Code* § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

118. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

119. Plaintiff suffered and continued to suffer losses related to the use and enjoyment of compensation due and owing to her as a direct result of Defendants' unlawful acts and Labor Code violations in an amount to be shown according to proof at trial.

120. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum wages against employers and those individuals acting on their behalf. Plaintiffs request that this Court assess said penalty against Defendants in an amount to be proven at trial.

121. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants owe them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

TENTH CAUSE OF ACTION

(Failure to Provide Meal Breaks in Violation of Labor Code §226.7)

– By Plaintiff Against all Defendants Does 1 through 100)

122. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

1 123. California Labor Code §226.7(a) prohibits an employer from requiring an
2 employee to work during any meal period mandated by an applicable Industrial Wage Order.
3 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
4 employee to work during a meal or rest break or recovery period mandated pursuant to an
5 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
6 Commission..."

7 124. California Labor Code §1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

9 125. IWC Wage Order No. 4 provides, in relevant part: "No employer shall employ
10 any person for a work period of more than five (5) hours without a meal period of not less than
11 30-minutes, except that when a work period of not more than six (6) hours will complete the
12 day's work the meal period may be waived by mutual consent of the employer and the
13 employee."

14 126. IWC Wage Order No. 4 further provides, in relevant part: "Unless the employee
15 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
16 'on duty' meal period and counted as time worked."

17 127. Section 512(a) of the California Labor Code provides, in relevant part, that:
18 An employer may not employ an employee for a work period of more than five
19 hours per day without providing the employee with a meal period of not less
20 than 30-minutes, except that if the total work period per day of the employee is
21 no more than six hours, the meal period may be waived by mutual consent of
22 both the employer and employee.

23 128. The Labor Code and Wage Order provisions cited above require California
24 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
25 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
26 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
27 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
28 the fifth hour of their shifts.

1 129. California Labor Code section 558 provides in pertinent part:

2 (a) Any employer or other person acting on behalf of an employer who
3 violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the
5 Industrial Welfare Commission shall be subject to a civil penalty as
6 follows:

7 (1) For any initial violation, fifty dollars (\$50) for each underpaid
8 employee for each pay period for which the employee was underpaid in
9 addition to an amount sufficient to recover underpaid wages.

10 (2) For each subsequent violation, one hundred dollars (\$100) for each
11 underpaid employee for each pay period for which the employee was
12 underpaid in addition to an amount sufficient to recover underpaid
13 wages.

14 (3) Wages recovered pursuant to this section shall be paid to the affected
15 employee...

16 (c) The civil penalties provided for in this section are in addition to any
17 other civil or criminal penalty provided by law.

18 130. Dariush is a person acting on behalf of MEDYGATE and is therefore liable to
19 Plaintiff as an employer. Dariush caused the laws relating to meal breaks to be violated.

20 131. Plaintiff was routinely not afforded any meal breaks.

21 132. Defendants further violated IWC Wage Order No. 4 and Labor Code
22 § 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate
23 of pay for each work day that the meal period was not provided, in an amount according to
24 proof. This amount remains owed and unpaid.

25 133. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
26 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
27 § 226.7(b).

28 134. As a direct and proximate result of Defendants' unlawful conduct as alleged
herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
and lost interest, in an amount to be established at trial, and is entitled to recover economic and

1 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants'
2 violations of the California Labor Code and IWC Wage Order No. 4.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7**

5 **– By Plaintiff Against all Defendants Does 1 through 100)**

6 135. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 136. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall
9 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
10 per four hours of work, or major fraction thereof.

11 137. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer
12 fails to provide an employee with rest periods in accordance with those provisions, the
13 employer shall pay the employee one hour of pay at the employee's regular rate of
14 compensation for each workday that the rest periods were not so provided.

15 138. Defendants have intentionally and improperly failed to afford Plaintiff rest
16 periods in violation of Labor Code § 226.7 and IWC Wage Order No. 4.

17 139. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

18 140. At all times relevant hereto, Defendants failed to provide rest periods as required
19 by Labor Code § 226.7 and IWC Wage Order No. 4.

20 141. By virtue of Defendants' unlawful failure to afford Plaintiff rest periods,
21 Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently
22 unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be
23 ascertained according to proof at trial.

24 **TWELFTH CAUSE OF ACTION**

25 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**

26 **§226– By Plaintiff Against all Defendants Does 1 through 100)**

27 142. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

1 143. At all times relevant herein, Defendants issued payroll statements to Plaintiff
2 which violated Cal. Lab. Code §226(a), in that Defendants failed to properly and accurately
3 itemize the number of hours she worked at the effective regular rates of pay.

4 144. Defendants knowingly and intentionally failed to comply with Cal. Lab. Code
5 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
6 expended calculating her true hours worked, and the amount of employment taxes which were
7 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
8 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
9 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
10 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
11 costs.

12 145. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
13 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

14 **THIRTEENTH CAUSE OF ACTION**

15 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
16 **Plaintiff Against all Defendants Does 1 through 100)**

17 146. Plaintiff realleges and incorporates by reference all of the allegations set forth in
18 this Complaint.

19 147. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
20 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
21 from employment, unpaid wages are due and payable within 72 hours of resignation.

22 148. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
23 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
24 paid, not to exceed thirty days.

25 149. Plaintiff was wrongfully discharged from Defendants' employ and Defendants
26 willfully failed to pay Plaintiff wages due to her.

27 150. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
28 she was not timely paid, not to exceed 30 days' wages.

1 151. By willfully failing to pay Plaintiff separate amounts owed for overtime,
2 minimum wages and meal/rest periods not provided, as set forth above, in a timely manner as
3 required by Cal. Lab. Code §§ 201 & 202, Defendants are liable to her for penalties pursuant to
4 Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount
5 according to proof.

6 **FOURTEENTH CAUSE OF ACTION**

7 **(Failure to Allow for Inspection of Employment Records in violation of Cal. Labor Code**
8 **§1198.5 By Plaintiff Against all Defendants and Does 1 through 100)**

9 152. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 153. California Labor Code Section 1198.5 provides:

12 (a) Every current and former employee, or his or her representative, has the right
13 to inspect and receive a copy of the personnel records that the employer
14 maintains relating to the employee's performance or to any grievance concerning
15 the employee.

16 (b) The employer shall make the contents of those personnel records available
17 for inspection to the current or former employee, or his or her representative, at
18 reasonable intervals and at reasonable times, but not later than 30 calendar days
19 from the date the employer receives a written request, unless the current or
20 former employee, or his or her representative, and the employer agree in writing
21 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
22 date does not exceed 35 calendar days from the employer's receipt of the written
23 request to inspect the records. Upon a written request from a current or former
24 employee, or his or her representative, the employer shall also provide a copy of
25 the personnel records,... later than 30 calendar days from the date the employer
26 receives the request...

27 (k) If an employer fails to permit a current or former employee, or his or her
28 representative, to inspect or copy personnel records within the times specified I

1 this section... the current or former employee may recover a penalty of seven
2 hundred fifty dollars (\$750) from the employer.

3 (1) A current or former employee may also bring an action for injunctive relief
4 to obtain compliance with this section, and may recover costs and reasonable
5 attorney's fees in such an action.

6 154. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,
7 employers are required to keep accurate payroll records on each employee, and such records
8 must be made readily available for inspection by the employee upon reasonable request. The
9 employer must also maintain accurate production records.

10 155. On or about October 29, 2024, Plaintiff 's counsel issued a written request to
11 Defendants for copies of her personnel records.

12 156. Under California Labor Code Sections 226, 432 and 1198.5, such records were
13 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
14 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for
15 Medrano's compliance, and Defendants have failed and refused to permit Plaintiff copies of her
16 records.

17 157. As a direct result and consequence of Defendants' failure and refusal to permit
18 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
19 decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a
20 result of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
21 penalty of \$750 based upon Defendants' violation of §1198.5.

22 **FIFTEENTH CAUSE OF ACTION**

23 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &**
24 **Prof. Code §17200 et seq.– By Plaintiff Against all Defendants Does 1 through 100)**

25 158. Plaintiff realleges and incorporates by reference all of the allegations set forth in
26 this Complaint.

27 159. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
28 competition, which shall mean and include any "unlawful and unfair business practices."

1 160. Defendants' conduct as alleged herein has been and continues to be unfair,
2 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
3 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
4 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
5 therefore has standing to bring this suit for restitution.

6 161. The payment of overtime, minimum wages, affording of meal/rest breaks and
7 providing employment records are fundamental public policies of the State of California. It is
8 also the public policy of this State to enforce minimum labor standards, to ensure that
9 employees are not required or permitted to work under substandard and unlawful conditions,
10 and to protect those employers who comply with the law from losing competitive advantage to
11 other employers who fail to comply with labor standards and requirements.

12 162. Defendants failed to pay Plaintiff for overtime, minimum wages, allow Plaintiff
13 to take meal/rest breaks, to pay all wages due on termination to issue accurate wage statements,
14 pay all wages on termination of employment and to provide her employment records.

15 163. During the applicable limitations period, Defendants violated Plaintiff's rights
16 under the above-referenced Labor Code sections by failing to pay for overtime, minimum
17 wages, meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, as a result
18 of not correctly calculating her regular rate of pay to include all applicable remuneration,
19 including, but not limited to, overtime, minimum wages and meal/rest break premium pay.

20 164. Through the conduct alleged herein, Defendants acted contrary to these public
21 policies and has thus engaged in unlawful and/or unfair business practices in violation of
22 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
23 privileges guaranteed to employees under California law.

24 165. Defendants regularly and routinely violated the following statutes and
25 regulations with respect to Plaintiff:

26 Cal. Labor Code §§ 510, 511, 558, 1194 and 1198 and IWC Wage Order No. 4
27 as amended (failure to pay overtime);
28

9. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

10. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

11. For a preliminary and permanent injunction ordering Defendants to disclose Plaintiff's payroll records and to prevent Defendants from committing such illegal acts in the future;

12. For an award of restitution of wages to Plaintiff in an amount equal to the amount of wages owed and unpaid, according to proof;

13. For injunctive relief requiring Defendants to comply with Labor Code 1198.5(b)(1);

14. For punitive and exemplary damages in a sum to be determined at trial;

15. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 218.5, 1198.5(1) and Cal. Code Civ. Proc. §1021.5;

16. For prejudgment interest, according to proof; and

17. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Mahin Farah Ardebili hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: November 14, 2024

By: Franz Reese
 Franz T. Reese
 Attorneys for Plaintiff
 Mahin Farah Ardebili