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

DR. MOHAMED AHMED, M.D., an individual,

Plaintiff,

vs.

INPATIENT SERVICES OF CALIFORNIA, A
MEDICAL CORPORATION, a California
Corporation; MAGNOLIA ACUTE TRAUMA,
A MEDICAL CORPORATION, a California
Corporation; ENVISION PHYSICIAN
SERVICES, LLC, a Delaware limited liability
company; INPATIENT SERVICES OF NEW
HAMPSHIRE, A MEDICAL CORPORATION,
a New Hampshire Corporation; FRIENDSHIP
CITY ACUTE TRAUMA, LLC, a New
Hampshire limited liability company;
ENVISION HEALTHCARE CORPORATION,
a Delaware corporation; BANGUS SURGICAL
SPECIALISTS, LLC, a Florida limited liability
company; NEPTUNE BEACH SURGICAL
SPECIALISTS, LLC, a Florida limited liability
company; AUSTRALIAN LUNGFISH
SURGICAL SPECIALISTS, LLC, a Florida
limited liability company; ORANGE PARK
ACUTE TRAUMA, LLC, a Florida limited
liability company; FORT WALTON BEACH
MEDICAL CENTER, a Florida corporation;
INPATIENT SERVICES OF TEXAS, P.A., a
Texas professional association; and DOES 1 to
50, inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

1 Plaintiff, DR. MOHAMED AHMED, M.D. (hereinafter “Plaintiff” or “ Dr. Ahmed”) is
2 informed, believes, and thereon alleges against Defendants INPATIENT SERVICES OF
3 CALIFORNIA, A MEDICAL CORPORATION, a California Corporation; MAGNOLIA ACUTE
4 TRAUMA, A MEDICAL CORPORATION, a California Corporation; ENVISION PHYSICIAN
5 SERVICES, LLC, a Delaware limited liability company; INPATIENT SERVICES OF NEW
6 HAMPSHIRE, A MEDICAL CORPORATION, a New Hampshire Corporation; FRIENDSHIP
7 CITY ACUTE TRAUMA, LLC, a New Hampshire limited liability company; ENVISION
8 HEALTHCARE CORPORATION, a Delaware corporation; BANGUS SURGICAL
9 SPECIALISTS, LLC, a Florida limited liability company; NEPTUNE BEACH SURGICAL
10 SPECIALISTS, LLC, a Florida limited liability company; AUSTRALIAN LUNGFISH
11 SURGICAL SPECIALISTS, LLC, a Florida limited liability company; ORANGE PARK ACUTE
12 TRAUMA, LLC, a Florida limited liability company; FORT WALTON BEACH MEDICAL
13 CENTER, a Florida corporation; INPATIENT SERVICES OF TEXAS, P.A., a Texas professional
14 association; and DOES 1 to 50, inclusive:

15 **II. JURISDICTION AND VENUE**

16 1. Jurisdiction and venue are proper in this Court because all of the claims alleged
17 herein arose in Los Angeles County, and Defendants are doing or did business in Los Angeles
18 County at all times relevant herein.

19 2. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive
20 of interest and costs.

21 3. Dr. Ahmed has met all of the jurisdictional requirements for proceeding with his
22 claims for civil penalties on behalf of himself and other current or former employees of Defendants,
23 pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 et seq.
24 (“PAGA”). Pursuant to section 2699.3, Dr. Ahmed gave notice by certified mail to Defendants and
25 the Labor and Workforce Development Agency (“Agency”) of his intention to proceed with the
26 claims and relief sought under PAGA. The Agency did not timely respond as to whether it will
27 prosecute this matter. Therefore, Dr. Ahmed has the right to proceed with the PAGA claims and
28 seek the relief alleged herein.

III. PARTIES

4. Plaintiff is informed and believes and thereon alleges that Defendant INPATIENT SERVICES OF CALIFORNIA, A MEDICAL CORPORATION, is a California Corporation, with its principal place of business in California.

5. Plaintiff is informed and believes and thereon alleges that Defendant MAGNOLIA ACUTE TRAUMA, A MEDICAL CORPORATION, is a California Corporation, with its principal place of business in California.

6. Plaintiff is informed and believes and thereon alleges that Defendant ENVISION PHYSICIAN SERVICES, LLC, is a Delaware limited liability company, with its principal place of business in Florida.

7. Plaintiff is informed and believes and thereon alleges that Defendant INPATIENT SERVICES OF NEW HAMPSHIRE, A MEDICAL CORPORATION, is a New Hampshire Corporation, with its principal place of business in New Hampshire.

8. Plaintiff is informed and believes and thereon alleges that Defendant FRIENDSHIP CITY ACUTE TRAUMA, LLC, is a New Hampshire Corporation, with its principal place of business in New Hampshire.

9. Plaintiff is informed and believes and thereon alleges that Defendant ENVISION HEALTHCARE CORPORATION, is a Delaware corporation, with its principal place of business in Colorado.

10. Plaintiff is informed and believes and thereon alleges that Defendant BANGUS SURGICAL SPECIALISTS, LLC, is a Florida limited liability company, with its principal place of business in Colorado.

11. Plaintiff is informed and believes and thereon alleges that Defendant NEPTUNE BEACH SURGICAL SPECIALISTS, LLC, is a Florida limited liability company, with its principal place of business in Florida.

12. Plaintiff is informed and believes and thereon alleges that Defendant NEPTUNE BEACH SURGICAL SPECIALISTS, LLC, is a Florida limited liability company, with its principal place of business in Florida.

1 13. Plaintiff is informed and believes and thereon alleges that Defendant
2 AUSTRALIAN LUNGFISH SURGICAL SPECIALISTS, LLC, is a Florida limited liability
3 company, with its principal place of business in Florida.

4 14. Plaintiff is informed and believes and thereon alleges that Defendant ORANGE
5 PARK ACUTE TRAUMA, LLC, is a Florida limited liability company, with its principal place of
6 business in Florida.

7 15. Plaintiff is informed and believes and thereon alleges that Defendant FORT
8 WALTON BEACH MEDICAL CENTER is a Florida corporation, with its principal place of
9 business in Florida.

10 16. Plaintiff is informed and believes and thereon alleges that Defendant INPATIENT
11 SERVICES OF TEXAS, P.A., is a Texas professional association, with its principal place of
12 business in Texas.

13 17. At all times relevant hereto, Plaintiff was a resident and Citizen of the State of
14 California, County of Los Angeles. At all times relevant to this Complaint, Ahmed was an
15 employee of the Defendants.

16 18. Plaintiffs are informed and believe and thereon allege that each of the individually
17 named defendants is the alter egos of the other and that all of the Defendants together form an
18 enterprise where a few individuals are in control, and they own, manage and operate all of the
19 Defendants and use the assets of each defendant interchangeably, without regard to the corporate
20 structure of the individual entities. Moreover, the assets and obligations of one or more of the
21 defendants are passed to one or more of the others, and inter-party obligations are “written-off” or
22 set off so as to be advantageous to the Defendants, and disadvantageous to non-insider creditors.
23 Among other conduct, this conduct created a unity of interest among the Defendants such that
24 their separate personalities ceased to exist. Fraud and injustice can only be avoided if the
25 separateness of each of such Defendants is disregarded.

26 19. Defendants Doe 1 through Doe 50, inclusive, are sued herein under fictitious names.
27 Their true names and capacities are unknown to Plaintiff. When their true names and capacities are
28 ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities herein.

1 Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named defendants
2 is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as
3 herein alleged were proximately caused by those defendants. Each reference in this Complaint to
4 "Defendant" or "Defendants" refers also to all Defendants sued under fictitious names.

5 20. Plaintiff is informed and believes, and on thereon alleges, that at all times herein
6 mentioned each Defendant, including all Defendants sued under fictitious names, was the agent,
7 employee, or representative of each of the remaining Defendants, and in doing the things hereinafter
8 alleged, was at times acting within the course and scope of this agency or employment, and at other
9 times, acting in his own individual capacity. In the alternative, each of the individually named
10 Defendants, acted in concert and in furtherance of a fraudulent plan and scheme and each actively
11 participated in the wrongful acts alleged in this complaint.

12 **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

13 21. Dr. Ahmed is a highly skilled general surgeon.

14 22. In or about 1984, Dr. Ahmed obtained his degree in Doctor of Medicine and Surgery
15 from Baghdad Medical College, in Iraq.

16 23. Dr. Ahmed practiced medicine in Iraq until 1990, when he moved to the United
17 States. After arriving in the United States, Dr. Ahmed began to take steps to become a licensed
18 physician.

19 24. In 1993, Dr. Ahmed obtained a degree in Master of Science from the University of
20 Washington, School of Public Health.

21 25. In 1998, after completing numerous rigorous requirements, he completed his
22 residency and training to be able to practice medicine in the United States. Thereafter, Dr. Ahmed
23 practiced medicine, as a general surgeon, in the United States.

24 26. In or about 2015, Dr. Ahmed joined the Defendants as a physician.

25 27. Dr. Ahmed is informed and believes that Defendants, collectively, provide physician
26 practice management services for emergency departments, inpatient physician services or hospitals,
27 acute care surgery, trauma and general surgery, women's and children's services, radiology /
28 teleradiology programs and anesthesiology services.

1 28. Dr. Ahmed initially was employed to provide services to certain of Defendants'
2 hospitals in New Hampshire. Thereafter, Dr. Ahmed provided services to Defendants' hospitals in
3 other states, including Florida.

4 29. In or about 2017, Defendants asked Dr. Ahmed to move to Riverside, California, and
5 take a job as a surgeon at Riverside Community Hospital ("RCH"). At that time, RCH had a
6 terrible reputation amongst surgeons. RCH had a tough time recruiting proper staff and, therefore,
7 no surgeon wanted to be staffed at the hospital.

8 30. In order to convince Dr. Ahmed to move to Riverside, Defendants told him that he
9 could move there on a part-time basis and, once RCH was able to recruit sufficient staffing, Dr.
10 Ahmed would become full time. Notwithstanding his reservations, Dr. Ahmed reluctantly accepted
11 the position, largely as an accommodation to the Defendants.

12 31. Effective on January 1, 2017, Dr. Ahmed entered into a contract with Inpatient
13 Services of California, A Medical Corporation, to provide part-time service at RCH (the "Riverside
14 Contract").

15 32. Among other things, the Riverside Contract provided the following terms:

- 16 (a) Employer will have the right to assign Employee to and expect Employee to
17 work at various Contracted Healthcare Facilities, which may require travel.
18 Employer shall reimburse Employee for travel expenses incurred in
19 travelling to Contracted Healthcare Facilities in accordance with Employer's
20 policies.
- 21 (b) Employee agrees that he shall be on duty pursuant to this Agreement the
22 number of days per month specified by Employer
- 23 (c) The Employer and Employee hereby agree that during the term of this
24 Agreement, and any extensions hereof, this Agreement and the employment
25 of the Employee may be terminated and the Employee's compensation shall
26 be measured to the date of such termination: (i) at will by either party with
27 90 days notice;
28

1 33. Dr. Ahmed began working at RCH and performed well. He got along with the staff
2 and developed an excellent social and professional relationship with Dr. David Plurad, who was
3 then the Trauma Section Chairman of RCH.

4 34. However, after working there for a few months, the shortcomings of RCH began to
5 haunt him. So, on or about April 20, 2018, Dr. Ahmed sent an email to Dr. Mathis Adams, the
6 president and CEO of Envision Surgical Services, and requested that he be considered for another
7 hospital.

8 35. In response to Dr. Ahmed's email, Dr. Adams informed Dr. Ahmed that the staff at
9 RCH liked Dr. Ahmed and that Dr. Plurad "is very complimentary of you and appreciates your help
10 and talent."

11 36. Dr. Adams then convinced Dr. Ahmed to remain a surgeon at RCH.

12 37. Thereafter, Dr. Ahmed continued to work hard for the Defendants and he remained
13 committed to making RCH is a success.

14 38. During the time that Dr. Ahmed provided services to RCH, he noticed that Dr.
15 Subbu Nagappan was not treating his patients with the requisite degree of care.

16 39. Dr. Ahmed informally raised his concerns to Dr. Plurad. Unfortunately, Dr.
17 Nagappan's inappropriate conduct did not stop. Therefore, Dr. Ahmed escalated his concerns to the
18 leadership of the Defendants.

19 40. Specifically, on or about September 24, 2019, Dr. Ahmed sent an email to Stephen
20 Flaherty, the Regional Medical Director at Envision Physician Services, with a copy to Gordon
21 Hutchison, Director of Surgical Operations; Richard Winters, Direct or Operations; Mathew
22 Carrick, Senior Vice President and CMO-Envision Surgical Services Trauma Medical Director; and
23 Dr. Adams.

24 41. The subject line of the email was "Patients safety concerns/ I request this email stay
25 confidential and not shared until no longer work at RCH."

26 42. In the email, Dr. Ahmed wrote:

27 Dr. Nagappan is being overworked (full time private practice, more than
28 full time with us, vascular call, administrative duties and the list goes on)
 resulting in a long list of disastrous out comes which in fact is a huge

1 **liability exposure to the team.** Many anastomotic leaks, bile duct injuries
2 and the unheard of triad injury (CBD, hepatic artery, portal vein injury)
3 and the list goes on. As a surgeon who spent all his career at RCH he is
4 very well involved in the politics which fortunately is coming slowly to
5 an end. I had confronted him last year with his abuse of our team and
6 demanded that his private practice patients be removed from our list and
7 make sure he takes care of them and not us, I refused to do his left over
8 work as he is too busy doing his own elective cases on our dime among
9 the long list of issues I had with him which led into a decussating attempt
10 last Nov. to get me in quality issues. Well I am still standing and none did
11 hold after being investigated but that dose not mean he will not keep
12 trying. We came thus far in the right direction and to allow it to go back
13 to where we where two years ago will not in my humble opinion would be
14 the right thing to do. I don't think any one should be allowed to do his
15 private business on our dime nor be on call for us, his private, vascular all
16 at the same time. ***Guess what our patients will be left for some one else
17 to take care of which is not fair to the patient and team members. The
18 issue of his overpayment will continue to surface unless he accept a
19 more reasonable pay.*** (emphasis added).

20 43. Dr. Ahmed is informed and believes that, despite his request for confidentiality,
21 Defendants shared his email with Dr. Plurad, who immediately began to retaliate against Dr.
22 Ahmed.

23 44. Shortly after Dr. Ahmed lodged his complaint, Dr. Plurad changed his behavior
24 towards Dr. Ahmed. For example, whereas before the complaint, Dr. Ahmed and Dr. Plurad
25 regularly had meals together when at the hospital, Dr. Plurad stopped having such meals and even
26 stopped being cordial to Dr. Ahmed. In fact, Dr. Plurad started yelling at Dr. Ahmed in full rage
27 and even threw office telephone and computer in his rage.

28 45. Dr. Plurad also began to treat Dr. Ahmed worse when it came to scheduling. For
29 example, whereas before, Dr. Plurad would schedule Dr. Ahmed consistently, after Dr. Ahmed
30 complained, Dr. Plurad assigned Dr. Ahmed inconsistently – *e.g.*, back and forth between day and
31 night shifts. No only is this type of schedule unhealthy and stressful on the body, it makes it
32 challenging to have a consistent schedule for non-work related matters such as childcare.

33 46. Despite the clearly retaliatory conduct by Dr. Plurad, Dr. Ahmed remained
34 committed to the well-being of RCH's patients. Therefore, on one occasion, Dr. Ahmed orally
35 complained to Dr. Plurad about Dr. Nagappan's failure to adequately take care of a patient. Dr.
36 Plurad became angry and told Dr. Ahmed words to the following effect: "you don't seem to be
37 happy in this place." Dr. Ahmed replied that if he wasn't happy, he would request a transfer.

1 Then, Dr. Plurad revealed his true motive and said words to the following effect: “you screwed
2 me by complaining to the chief medical officer at RCH.”

3 47. It was then clear that Dr. Plurad had a vendetta against Dr. Ahmed because he had
4 complained to the leadership.

5 48. On October 19, 2019, Dr. Ahmed sent an email directly to Dr. Plurad, again
6 complaining about Dr. Nagappan’s failure to take adequate care of patients, and also raised
7 certain additional integrity issues:

8 Few weeks ago I raised my concerns in regard to 2 gall bladders and a
9 perforated appendix that were not taken care of during AM hours. I did
10 decline helping as I was aware of the fact that Dr. Nagappan was busy
11 with his private practice during our work hours. This week he did sign out
12 two disasters , a diabetic foot s/p TMA who was readmitted on Friday
13 with sepsis and is known to have EF of 10%. No care was rendered on
14 Sat or Sunday. The other patient is a small and large bowel obstruction in
15 a dialysis patient with h/o colon cancer who was not responding to
16 conservative management .Both patients made it clear that they had
17 informed Dr Nagappan on several occasions that they want to proceed
18 with surgery (witnessed by Jackie).

19 While the medical records clearly indicates that the gangrenous gall
20 bladder (pic in our call room) on Thursday was admitted at 7:40 pm he
21 claimed in the morning sign out it was after 10 pm. Realizing that the add
22 on list schedule was full he made her npo after breakfast which was
23 missed and we found that out at 3pm in the preopholding area (had lunch)
24 and was then made NPO for the night surgeon and did not get attended to
25 because of other emergencies and OR access issues until today around
26 noon (patient should have been home yesterday morning).

27 The sign out I am getting is far from being the truth and raises an integrity
28 concerns (mid level and residents are witnesses). I do understand that he
may be trying to avoid complicated cases given the many disasters he had
lately and if that is the case he needs to reciprocate the help which I have
not seen from him for the last two years and all what I got is disgusting
attempts to undermine me and others.

I would appreciate you both help with that matter for patients and team
sake.

49. Dr. Plurad responded that same day, acknowledged the email, and curtly asked Dr.
Ahmed to “Please provide mrn for all patients for which you have concerns.”

50. Thereafter, Dr. Ahmed and Dr. Plurad exchanged emails and Dr. Ahmed provided
to Dr. Plurad the information that he had requested about the patients who had been impacted by
Dr. Nagappan’s conduct.

1 51. Then, on October 20, 2029, Dr. Ahmed provided additional information about his
2 concerns relating to patient care:

3 I have no intention or desire to make your life more difficult, had and will
4 continue to support you build the program and the team. We are heading in
the right direction and there will be no stop to that.

5 Godelman got his share today and unfortunately I was tied up all day and
6 could not be with him until the last code (GSW to the thigh around 6 pm).
7 Godelman and I though a wash out would be appropriate but Subu
[Nagappan] disagreed with out even seeing the patient. The difficult gall
8 bladder godelman inherited from him and he is still traumatize after the
partial cholecystectomy he did which is not fair for a green partner. I hate to
9 be the nagging wife but sooner or later these issues will have to be
addressed. Having some one do your work with nothing in return is the
10 definition of slavery and I am confident he will not protect any of us from
personal experience. Sad but true. I do enjoy difficult cases but you know
11 what that got me and I am aware you were the only one with integrity when
all of that happened which I sincerely appreciate (I do have eyes and ears).
12 Setting aside patient care which we all took an oath to do this kind of
behavior dose nothing but undermine the team and the efforts to build it.
13 You may be surprised if I say nothing personal and don't have any thing
personal against subu [Nagappan] but this work ethic rubs me the wrong
14 way. Mahmoud was doing the same and I have not seen it after you talked to
him unless I am missing some thing. Let me know how can I help.

15 52. Dr. Ahmed did not receive any formal communications from the Defendants about
16 his complaints.

17 53. Then, on January 3, 2020 – 101 days after Dr. Ahmed first raised his concerns to
18 the leadership of Defendants -- Dr. Ahmed received a call from Dr. Carrick who informed Dr.
19 Ahmed that Dr. Plurad had requested that Dr. Ahmed be removed from the schedule at Riverside.

20 54. Defendants did not notify Dr. Ahmed why, but, they removed him from the
21 schedule with pay.

22 55. Dr. Ahmed is informed and believes that his removal from the schedule was in
23 retaliation for him having raised concerns about patient care at RCH.

24 56. On or about January 8, 2020, Joana King and Christy Conrad, Defendants' HR
25 representatives, contacted Dr. Ahmed and informed him that he had been removed from the
26 schedule because Dr. Plurad had made sexual harassment allegations against Dr. Ahmed.
27 Specifically, Dr. Plurad had alleged that Dr. Ahmed had pinched Dr. Plurad's cheek and also had
28 kissed him on the cheek.

1 57. Dr. Ahmed did not dispute that he had pinched Dr. Plurad's cheek or that he had
2 kissed him on the cheek. But, each of those actions had been taken in the context of a mutual
3 familial relationship between Dr. Ahmed and Dr. Plurad. And, Dr. Plurad had never expressed any
4 discomfort with the relationship and, in fact, had engaged in similar conduct towards Dr. Ahmed
5 by, for example, grabbing Dr. Ahmed's belly.

6 58. Importantly, during that same call, Ms. King and Ms. Conrad informed Dr. Ahmed
7 that the allegations against Dr. Ahmed did not constitute sexual harassment. Yet, Dr. Ahmed was
8 kept on suspension.

9 59. The next day, on or about January 9, 2020, Dr. Ahmed sent another email to Ms.
10 Conrad, Dr. Winters and Dr. Carrick in which he complained that Dr. Plurad had lodged a false
11 sexual harassment claims against him, in retaliation for Dr. Ahmed complaining to the leadership
12 about Dr. Nagappan.

13 60. In that email, Dr. Ahmed also reported that he believed he was being terminated in
14 retaliation for his complaints relating to Dr. Nagappan's patient neglect. And, he added that Dr.
15 Plurad had been retaliating against him through "explosive behavior" for reporting the complaint.

16 61. On January 17, 2020, Dr. Ahmed again complained to Dr. Adams, that Dr.
17 Nagappan had been neglecting his patients and also that the Defendants were retaliating against
18 him for blowing the whistle on Dr. Nagappan:

19 After countless fruitless attempts to have Dr. Plurad address the issues
20 with Nagappan I had no option but to keep you all informed in the email I
21 sent few months ago to leadership. Since then Dr. Nagappan complained
22 to the CMO at RCH which left me no option but to share with him what
23 the real issues were which made Plurad feels undermined and been very
24 upset for a while in spite of all my efforts trying to calm things down per
25 Dr Mahmoud recommendations. Dr Nagappan continued his irresponsible
26 behavior leaving patients unattended, most recent, acute incarceration of
27 an incisional hernia with colon that no one was able to reduce in a patient
28 with child C liver cirrhosis (he saw consult at 10:30 pm and booked her
for me in am, not sure what he was waiting for when the natural history is
strangulation). We all had noticed the temper tantrum with Dr. Plurad
including a very uncomfortable situation where he through the desk top,
table lamp and phone to the floor after getting a consult from ER. I had
counselled him in several occasions. He went after Dr Defreeze (when she
started talking about changes she plans to make) after the first week as he

1 got the paranoid thoughts that Envision hired her to replace him as
2 Envision was apposed to his hire initially. He and Naggapan then the
3 chief of staff allowed Dirkeshide privileges to expire and leave, allowed
4 Dr Fontacha to leave and replaced her with a very green surgeon. Dr.
5 Naggapan did nominate Plurad for the chief of staff position to influence
6 his decisions (the staff did not and another physician was elected with a
7 huge margin). Dr. Plurad did retaliate for my emails to you, leadership
8 and RCH CMO with a very unreasonable action consistent with the
9 behavior I have been describing. Attempted to get an update from HR
10 with no answer yet. We all have a family and life outside work and
11 keeping things hanging is not healthy. I understand you have many fish to
12 fry but I would appreciate your help in resolving this matter fairly.

13 62. Defendants ignored Dr. Ahmed and kept him on a leave.

14 63. On February 18, 2020, Dr. Ahmed received an email informing him that the
15 investigation was complete and requesting a conference call for February 20, 2020.

16 64. At the meeting on February 20, 2020, Dr. Ahmed was informed that: Dr. Plurad had
17 filed his sexual harassment complaint against Dr. Ahmed on January 3, 2020; Defendants were
18 unable to share with Dr. Ahmed the results of the investigation into his complaints against Dr.
19 Nagappan and Dr. Plurad; and, Dr. Plurad had requested that Dr. Ahmed stay away from RCH to
20 allow a cool down period.

21 65. Dr. Ahmed explained that, given that he had been on suspension since January, it
22 did not make sense to have a longer cooling off period. And, he objected to the fact that he (not
23 Dr. Plurad) had been suspended. He was told that the Defendants would consider his points and
24 get back to him.

25 66. On February 21, 2020, Defendants notified Dr. Ahmed that he had been terminated.

26 67. Defendants, however, could not immediately remove Dr. Ahmed because the
27 Riverside Contract required the Defendants to provide him 90-day notice to terminate him.

28 68. Therefore, even though Defendants terminated his employment, they demanded that
he continue to provide services at a hospital in Florida until the expiration of the 90-day period:

As of today, we will be moving forward with the decision to terminate
your employment contract with a 90-day notice, your last day of
employment with Envision will be May 21, 2020. The decision has been
made to remove you from Riverside effective immediately. For the next
90 days, you will be scheduled to work a minimum of your contractual 15
shifts per month, in which sites may vary depending on staffing needs.

1 69. Notably, there was no mention of Dr. Ahmed’s complaints against Dr. Nagappan
2 for improper patient care, or his complaints against Dr. Plurad for retaliation.

3 70. So, Dr. Ahmed requested an update on those complaints. He was informed that
4 Defendants could not share the results of that investigation with him.

5 71. Dr. Ahmed expressed his concern that Dr. Plurad was continuing to work in
6 Riverside while Dr. Ahmed was asked to transfer out to Florida. Dr. Ahmed explained that he
7 thought this was further retaliation for his complaints.

8 72. Defendants’ HR representative (Ms. King or Ms. Conrad) explained the
9 discrepancy by stating that Dr. Plurad was “the leader.”

10 73. Of course, this made no sense. If Dr. Plurad had engaged in wrongdoing, he (not
11 Dr. Ahmed) should have been punished, irrespective of their titles. So, Dr. Ahmed inquired if Dr.
12 Plurad’s position as a “leader” placed him above the law. Concurrently, Dr. Ahmed requested that
13 he be placed back in the same position that he had occupied before he had been wrongfully
14 suspended.

15 74. Defendants refused to reinstate Dr. Ahmed.

16 75. Worse yet, after terminating him, but before he was removed from the Defendants
17 (due to the 90-day notice period), Defendants repeatedly breached the Riverside Contract and failed
18 to pay Dr. Ahmed’s wages correctly.

19 76. For example, in January, Dr. Ahmed was scheduled to work only 8 shifts in Orange
20 Park, Florida. Defendants paid Dr. Ahmed only for 7 shifts. Therefore, he was not paid for one
21 shift that actually he worked. Defendants also failed to pay him for his travel time. Defendants
22 also failed to pay him at his contractual rate of \$2,000 per day.

23 77. In addition to those errors, Defendants failed to pay Dr. Ahmed for the time that Dr.
24 Ahmed was on-call pursuant to the Riverside Contract. Per the terms of the Riverside Contract,
25 Dr. Ahmed is entitled to receive payment for those day even if he does to actually work them.
26 Defendants have failed and refused to adequately pay Dr. Ahmed under the Riverside Contract for
27 the month of January.

78. In February and March, Dr. Ahmed performed services in Orange Park, as directed by the Defendants. However, Defendants failed to pay him for his travel time. Defendants also failed to pay him at his contractual rate of \$2,000 per day. Also, Defendants failed to pay Dr. Ahmed for being forced to remain on-call for half of the month, as required by the Riverside Contract. Per the terms of the Riverside Contract, Dr. Ahmed is entitled to receive payment for those day even if he does to actually work them. Defendants have failed and refused to adequately pay Dr. Ahmed under the Riverside Contract for February and March.

79. Despite Dr. Ahmed's repeated requests, Defendants failed to schedule him at all for any work in April and May. Defendants failed to pay Dr. Ahmed for being forced to remain on-call for half of the month, as required by the Riverside Contract. Per the terms of the Riverside Contract, Dr. Ahmed is entitled to receive payment for those day even if he does to actually work them. Defendants have failed and refused to adequately pay Dr. Ahmed under the Riverside Contract for April and May.

FIRST CAUSE OF ACTION
Retaliation For Complaining About Unsafe Patient Care
in Violation of Health & Safety Code § 1278.5
(Against All Defendants)

80. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

81. Section 1278.5 of the Health & Safety Code encourages physicians “to notify government entities of suspected unsafe patient care and conditions. . . . in order to protect patients and in order to assist those accreditation and government entities charged with ensuring that health care is safe.”

82. To this end, California law provides that “[a] health facility shall not discriminate or retaliate, in any manner, against a . . . member of the medical staff, or other health care worker of the health facility because that person has done either of the following: (A) Presented a grievance, complaint, or report to the facility . . . or the medical staff of the facility. . . .; (B) Has initiated, participated, or cooperated in an investigation or administrative proceeding related to the quality of

1 care, services, or conditions at the facility that is carried out by an entity or agency responsible for
2 accrediting or evaluating the facility or its medical staff, or governmental entity.”

3 83. There shall be a rebuttable presumption that discriminatory action was taken by the
4 health facility, or by the entity that owns or operates that health facility, or that owns or operates
5 any other health facility, in retaliation against an employee, member of the medical staff, or any
6 other health care worker of the facility, if responsible staff at the facility or the entity that owns or
7 operates the facility had knowledge of the actions, participation, or cooperation of the person
8 responsible for any acts described in paragraph (1) of subdivision (b), and the discriminatory
9 action occurs within 120 days of the filing of the grievance or complaint by the employee, member
10 of the medical staff or any other health care worker of the facility.

11 84. An employee, healthcare worker or member of a medical staff who has been
12 discriminated against in employment pursuant to section 1278.5 shall be entitled to reinstatement,
13 reimbursement for lost wages and work benefits caused by the acts of the employer, and the legal
14 costs associated with pursuing the case, or to any remedy deemed warranted by the court pursuant
15 to this chapter or any other applicable provision of statutory or common law.

16 85. As provided above, Dr. Ahmed raised concerns to his employer and the medical
17 staff of the Defendants that Dr. Nagappan was engaged in conduct that harmed patient care.

18 86. Responsible staff at the Defendants had knowledge of Dr. Ahmed’s reporting and
19 his participation and cooperation in the investigation that ensured, and Defendants’ retaliatory
20 conduct occurred within 120 days of Dr. Ahmed filing the complaint.

21 87. Dr. Ahmed is entitled to reinstatement, reimbursement for lost wages and work
22 benefits caused by the Defendants.

23 88. Dr. Ahmed was caused to and did employ the services of counsel to prosecute this
24 action, and is accordingly entitled to an award of attorneys’ fees according to proof.

25 89. Dr. Ahmed is also entitled to additional remedies deemed warranted by the court
26 pursuant to this chapter or any other applicable provision of statutory or common law, including
27 appropriate injunctive and declaratory relief.
28

SECOND CAUSE OF ACTION
**Retaliation For Advocating for Appropriate Health Care for Patients
in Violation of Business & Professions Code § 510
(Against All Defendants)**

90. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

91. Section 510 of the Business & Professions Code “provide[s] protection against retaliation for health care practitioners who advocate for appropriate health care for their patients” Pursuant to that section, “[i]t is the public policy of the State of California that a health care practitioner be encouraged to advocate for appropriate health care for his or her patients.

92. Section 510 of the Business & Professions Code provides that “to advocate for appropriate health care” means “to protest a decision, policy, or practice that the health care practitioner, consistent with that degree of learning and skill ordinarily possessed by reputable health care practitioners with the same license or certification and practicing according to the applicable legal standard of care, reasonably believes impairs the health care practitioner's ability to provide appropriate health care to his or her patients.”

93. Section 510 makes it illegal for an entity to retaliate against an individual who engaged in conduct protected by this section.

94. As set forth more fully above, Dr. Ahmed was terminated, at least in part, because he disclosed violations and/noncompliant conduct to his supervisors. Defendants fired Dr. Ahmed at least in part because Dr. Ahmed blew the whistle.

95. As a proximate result of Defendants' retaliatory conduct and their wrongful termination, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings and other employment benefits. Dr. Ahmed also has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

THIRD CAUSE OF ACTION
Retaliation For Advocating for Medically Appropriate Health Care for Patients
in Violation of Business & Professions Code § 2056
(Against All Defendants)

96. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

1 97. Section 2056 of the Business & Professions Code “provide[s] protection against
2 retaliation for physicians who advocate for medically appropriate health care for their patients”

3 Pursuant to that section, “[i]t is the public policy of the State of California that a physician and
4 surgeon be encouraged to advocate for medically appropriate health care for his or her patients.

5 98. Section 2056 of the Business & Professions Code provides that “to advocate for
6 medically appropriate health care” means “protest a decision, policy, or practice that the physician,
7 consistent with that degree of learning and skill ordinarily possessed by reputable physicians
8 practicing according to the applicable legal standard of care, reasonably believes impairs the
9 physician's ability to provide medically appropriate health care to his or her patients.”

10 99. Section 2056 makes it illegal for an entity to retaliate against an individual who
11 engaged in conduct protected by this section.

12 100. As set forth more fully above, Dr. Ahmed was terminated, at least in part, because he
13 disclosed violations and/noncompliant conduct to his supervisors. Defendants fired Dr. Ahmed at
14 least in part because Dr. Ahmed blew the whistle.

15 101. As a proximate result of Defendants’ retaliatory conduct and their wrongful
16 termination, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings and other
17 employment benefits. Dr. Ahmed also has suffered and continues to suffer humiliation, emotional
18 distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

19 **FOURTH CAUSE OF ACTION**
20 **Retaliation For Complaining About Illegal Conduct,**
 in Violation of Labor Code § 1102.5(b)
 (Against All Defendants)

21 102. Dr. Ahmed hereby incorporates by reference each and every allegation contained in
22 this complaint as though fully set forth herein.

23 103. Labor Code section 1102.5, subdivision (b), prohibits an employer from retaliating
24 against any employee for disclosing information (or because the employee has disclosed or may
25 disclose information), to a person with authority over the employee or another employee who has the
26 authority to investigate, discover, or correct the violation or noncompliance, if the employee has
27 reasonable cause to believe the information discloses a violation of, or noncompliance with, a state or
28

1 federal statute or regulation, regardless of whether disclosing the information is part of the employee's
2 job duties.

3 104. As set forth more fully above, Dr. Ahmed was terminated, at least in part, because he
4 disclosed violations and/noncompliant conduct. Defendants fired Dr. Ahmed at least in part because
5 Dr. Ahmed blew the whistle on Dr. Nagappan and Dr. Plurad.

6 105. As a proximate result of Defendants' violation of Labor Code § 1102.5 and their
7 wrongful termination, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings
8 and other employment benefits.

9 106. As a proximate result of Defendants' violation of Labor Code § 1102.5 and their
10 wrongful termination, Dr. Ahmed has suffered and continues to suffer humiliation, emotional
11 distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

12 107. As a further proximate result of Defendants' conduct, Dr. Ahmed was caused to and
13 did employ the services of counsel to prosecute this action, and is accordingly entitled to an award of
14 attorneys' fees according to proof, pursuant to Labor Code § 2699(g)(1) and other provisions of the
15 Labor Code.

16 108. Dr. Ahmed is informed and believes and thereupon alleges that Defendants' actions
17 were taken with malice, oppression, fraud, and/or willful and conscious disregard of Dr. Ahmed's
18 rights, and were carried out by Defendants' managing agents and/or ratified by Defendants. Dr.
19 Ahmed is therefore entitled to punitive damages in an amount to be determined at trial.

20 109. Pursuant to Labor Code § 1102.5(f), Dr. Ahmed is entitled to recover a penalty of
21 \$10,000 for each violation of this statute.

22 **FIFTH CAUSE OF ACTION**
23 **Retaliation For Complaining About Working Conditions,**
24 **In Violation of Labor Code § 232.5**
25 **(Against All Defendants)**

26 110. Dr. Ahmed hereby incorporates by reference each and every allegation contained in
27 this complaint as though fully set forth herein.
28

111. Labor Code section 232.5 prohibits an employer from discharging or otherwise discriminating against an employee because the employee disclosed information about the employer's working conditions.

112. As set forth more fully above, Dr. Ahmed was terminated, at least in part, because he disclosed information about Defendants' working conditions.

113. As a proximate result of Defendants' violation of Labor Code § 232.5 and their wrongful termination, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings and other employment benefits.

114. As a proximate result of Defendants' violation of Labor Code § 232.5 and its wrongful termination, Dr. Ahmed has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

115. As a further proximate result of Defendants' conduct, Dr. Ahmed was caused to and did employ the services of counsel to prosecute this action, and is accordingly entitled to an award of attorneys' fees according to proof, pursuant to Labor Code § 2699(g)(1) and other provisions of the Labor Code.

116. Dr. Ahmed is informed and believes and thereupon alleges that Defendants' actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of Dr. Ahmed's rights, and were carried out by Defendants' managing agents and/or ratified by Defendants. Dr. Ahmed is therefore entitled to punitive damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
Retaliation for Complaining About Unsafe Working Conditions or Work Practices,
In Violation of Labor Code § 6310(b)
(Against All Defendants)

117. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

118. Labor Code section 6310(b) prohibits an employer from discharging or otherwise discriminating against an employee because the employee made a bona fide written or oral complaint to his employer or employer's representative disclosed information about health and safety conditions.

119. As set forth more fully above, Dr. Ahmed was terminated, at least in part, because he disclosed information about safety issues at Defendants.

120. As a proximate result of Defendants' violation of Labor Code § 6310(b) and its wrongful termination, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings and other employment benefits.

121. As a proximate result of Defendants' violation of Labor Code § 6310(b) and its wrongful termination, Dr. Ahmed has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

122. As a further proximate result of Defendants' conduct, Dr. Ahmed was caused to and did employ the services of counsel to prosecute this action, and is accordingly entitled to an award of attorneys' fees according to proof, pursuant to Labor Code § 2699(g)(1) and other provisions of the Labor Code.

123. Dr. Ahmed is informed and believes and thereupon alleges that Defendants' actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of Dr. Ahmed's rights, and were carried out by Defendants' managing agents and/or ratified by Defendants. Dr. Ahmed is therefore entitled to punitive damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
Wrongful Discharge in Violation of Public Policy
(Against All Defendants)

124. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

125. Defendants' termination of Dr. Ahmed was in violation of fundamental public policies for the benefit of the public, including those policies articulated in Health & Safety Code 1278.5, Business & Professions Code 510, Business & Professions Code § 2056, Labor Code 1102.5, Labor Code 232.5, Labor Code 6310, and the prevention of retaliation based on protected conduct.

126. Defendants violated these public policies by terminating Dr. Ahmed at least in part on the basis of his complaints and protests, as more fully set forth above.

127. As a proximate result of Defendants' willful, knowing, and intentional termination of Dr. Ahmed based upon his protected conduct, Dr. Ahmed has suffered and continues to suffer damages in a sum according to proof.

128. Dr. Ahmed is informed and believes that Defendants engaged in a pattern and practice of terminating employees for illegal and prohibitive reasons in violation of State and Federal Laws and/or Statutes.

129. As a proximate result of Defendants' willful, knowing and intentional discrimination of Dr. Ahmed, Dr. Ahmed has sustained and continues to sustain substantial losses in earnings and other employment benefits.

130. As a proximate result of Defendants' willful, knowing, and intentional discrimination of Dr. Ahmed, Dr. Ahmed has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

131. Dr. Ahmed is informed and believes and thereupon alleges that Defendants' actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of the rights or safety of Dr. Ahmed.

132. These wrongs were carried out by Defendants' managing agents and/or ratified by Defendants. Specifically, Defendants terminated Dr. Ahmed knowing that its actions were illegal. Dr. Ahmed is therefore entitled to punitive damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
Failure to Allow Inspection of Personnel File
(Against All Defendants)

133. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

134. Section 1198.5(a) of the Labor Code states that “Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.”

135. An employer's failure to comply with an employee's request pursuant to this section subject the employer to a penalty of \$750.00.

1 136. Section 432 of the Labor Code provides that “[i]f an employee or applicant signs any
2 instrument relating to the obtaining or holding of employment, he shall be given a copy of the
3 instrument upon request.”

4 137. Section 226 of the Labor Code requires that an employer provide an employee (current
5 or former) access and an opportunity to copy all payroll records within 21 days of an oral or written
6 request.

7 138. Labor Code §226, subdivision (f) provides: “A failure by an employer to permit a
8 current or former employee to inspect or copy records within the time set forth in subdivision (c)
9 entitles the current or former employee or the Labor Commissioner to recover a seven hundred fifty
10 dollar (\$750) penalty from the employer.”

11 139. On or about June 26, 2020, Dr. Ahmed, through his counsel, made a written request for
12 inspection of his personnel files.

13 140. Defendants failed to provide all relevant documents.

14 141. As a direct and proximate result of Defendants’ conduct as alleged above, Dr. Ahmed
15 is entitled to civil penalties, together with interest thereon and attorneys’ fees and costs.

16 **NINTH CAUSE OF ACTION**
17 **Breach of Contract**
18 **(By Employees Against All Defendants)**

19 142. Dr. Ahmed hereby incorporates by reference each and every allegation contained in
20 this complaint as though fully set forth herein.

21 143. As set forth above, Dr. Ahmed entered into the Riverside Contract with the
22 Defendants.

23 144. Dr. Ahmed performed all of his obligations under the Riverside Contract, or his
24 performance was excused by Defendants’ breach.

25 145. Defendants failed and refused to schedule Dr. Ahmed for the requisite shifts as
26 required by the Riverside Agreement. Dr. Ahmed remained on-call. Defendants were required to pay
27 Dr. Ahmed \$2,000 per day for each day that he was required to remain on-call.

28 146. Dr. Ahmed has been damaged according to proof at the time of trial.

 147. Dr. Ahmed is entitled to pre-judgment interest.

TENTH CAUSE OF ACTION
Failure to Pay Wages
(By Employees Against All Defendants)

148. Dr. Ahmed hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

149. At all times herein mentioned, Dr. Ahmed was an employee of the Defendants.

150. Labor Code section 218 provides, in relevant part: “Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due . . .”

151. Under California law, an employee who is terminated, must be paid all of his or her wages, at the time of separation. Labor Code Section 202.

152. Labor Code section 200 defines “wages” as including “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. [¶] . . . ‘Labor’ includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.”

153. Labor Code section 219(a) provides, in part: “[N]o provision of [Labor Code sections 200 through 243] can in any way be contravened or set aside by a private agreement, whether written, oral, or implied.”

154. As set forth above, Dr. Ahmed performed work for Defendants for which he did not receive any compensation.

155. As a result of Defendants’ failure to pay all wages and commissions due to Dr. Ahmed has suffered damages in an amount, subject to proof.

156. Moreover, pursuant to California Labor Code sections 218.5 and 218.6, Dr. Ahmed is entitled to recover prejudgment interest, and reasonable attorneys' fees and costs of suit.

ELEVENTH CAUSE OF ACTION
Waiting Time Penalties - Labor Code § 203
(By Dr. Ahmed Against All Defendants)

157. Dr. Ahmed refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

158. During all relevant times, Defendants were subject to Labor Code § 203, which provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed thirty (30) days.

159. Defendants willfully refused and failed to deliver to Dr. Ahmed all wages due and owing upon separation, including without limitation, his regular wages.

160. At the time of the filing of this lawsuit, more than 30 days have passed since Dr. Ahmed separated from Defendants.

161. Pursuant to Labor Code § 203, Dr. Ahmed is owed a penalty equal to 30 days of each of his regular rate of pay, to be determined at the time of trial.

162. Dr. Ahmed also is entitled to attorneys' fees, expenses, and costs of suit pursuant to Labor Code § 218.5 for bringing this action.

TWELFTH CAUSE OF ACTION
Failure to Pay Minimum Wage – Labor Code § 1194
(Dr. Ahmed Against all Defendants)

163. Dr. Ahmed refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

164. At all times relevant, Dr. Ahmed performed services for Defendants as an employee.

165. Labor Code Section 1194(a) provides: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.”

166. Labor Code section 1194.2 provides, in part: (a) In any action under . . . 1194 to recover wages because of the payment of a wage less than the minimum wage . . . an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

167. As established above, Defendants did not pay Dr. Ahmed for services that he performed.

168. Dr. Ahmed is entitled to, at least, minimum wage, liquidated damages, interest, costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

1. For such general, special, and compensatory damages as may be appropriate, including all damages alleged above;
2. For past and future lost income and benefits;
3. For emotional distress damages;
4. For pre-judgment interest;
5. For costs of suit;
6. For reinstatement.
7. For attorneys' pursuant to applicable statutes;
8. For punitive damages;
9. For prejudgment and post-judgment interest as available by law; and
10. For such other relief as the Court deems just and proper.

**PLAINTIFF HEREIN DEMANDS A TRIAL BY JURY OF ALL CAUSES OF ACTION
ALLEGED HEREIN.**

DATED: August ___, 2020

YADEGAR, MINOOFAR & SOLEYMANI LLP
NAVID YADEGAR

By: /s/ Navid Yadeqar

Navid Yadegar

Attorney for Plaintiff, DR. MOHAMED AHMED