

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

07/29/2026

By: _____ M. Pipe Deputy

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Attorneys for Plaintiff SHREE KRISHNA PANDEY
on behalf of himself and all similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SHREE KRISHNA PANDEY, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

ALL INCLUSIVE MEDICAL SERVICES
URGENT CARE, INC., a California
Corporation; ALL INCLUSIVE MEDICAL
SERVICES, INC., a California Corporation;
ALL INCLUSIVE MEDICAL SERVICES
HOME HEALTH CARE, INC., a California
Corporation; SUNIL DHIR, an individual;
FARAZ R ZAIDI, an individual; and DOES 1
to 100, inclusive,

Defendants.

Case No. 26CV009586

FIRST AMENDED CLASS ACTION

COMPLAINT FOR DAMAGES:

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff SHREE KRISHNA PANDEY ("Plaintiff"), on behalf of himself and all other similarly
situated employees, hereby files this First Amended Complaint against Defendants ALL INCLUSIVE
MEDICAL SERVICES URGENT CARE, INC., a California Corporation; ALL INCLUSIVE
MEDICAL SERVICES, INC., a California Corporation; ALL INCLUSIVE MEDICAL SERVICES
HOME HEALTH CARE, INC., a California Corporation; SUNIL DHIR, an individual; FARAZ R

1 ZAIDI, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as
2 “Defendants”). On information and belief, Plaintiff alleges the following:

3 INTRODUCTION

4 1. This is a class action and Private Attorney’s General Act (“PAGA”) lawsuit brought by
5 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period
6 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and unfair
7 competition.

8 JURISDICTION AND VENUE

9 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
10 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
11 Labor Code, California Business and Professions Code, and Wage Order No. 5.

12 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
13 Defendants reside in Sacramento County and/or are foreign entities and have not designated any county
14 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
15 and violations of law asserted herein occurred within Sacramento County, and Defendants' obligation to
16 pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
17 Cal.3d 403, 414 (1984).

18 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the LWDA on approximately April 15, 2026.
22 Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations
23 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
24 filing fee. The April 15, 2026, notice was also sent via certified mail to Defendants on the same day.
25 To date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly,
26 Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act
27 (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.*
28 Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*

1 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Similarly situated employees include, but is not
2 limited to, the following: all employees who have worked, or continue to work, for Defendants in
3 California as Physician Assistants, Nurse Practitioners, or other similar title providing patient care at any
4 time between April 15, 2025, to the present.

5 **PARTIES**

6 5. SHREE KRISHNA PANDEY is an individual over the age of eighteen (18) and is a
7 resident of the State of California.

8 6. On information and belief, Plaintiff alleges ALL INCLUSIVE MEDICAL SERVICES
9 URGENT CARE, INC. is now and/or at all times mentioned in this Complaint was a California
10 Corporation and the owner and operator of an industry, business and/or facility doing business in the
11 State of California.

12 7. On information and belief, Plaintiff alleges ALL INCLUSIVE MEDICAL SERVICES,
13 INC. is now and/or at all times mentioned in this Complaint was a California Corporation and the owner
14 and operator of an industry, business and/or facility doing business in the State of California.

15 8. On information and belief, Plaintiff alleges ALL INCLUSIVE MEDICAL SERVICES
16 HOME HEALTH CARE, INC. is now and/or at all times mentioned in this Complaint was a California
17 Corporation and the owner and operator of an industry, business and/or facility doing business in the
18 State of California.

19 9. On information and belief, Plaintiff alleges, SUNIL DHIR, is now and/or at all times
20 mentioned in this Complaint was an individual and the owner and operator of an industry, business
21 and/or facility doing business in the State of California. Plaintiff is informed and believes, and
22 thereupon alleges, that SUNIL DHIR, is an individual over the age of eighteen (18) and is a resident
23 of the State of California. Plaintiff further alleges that SUNIL DHIR is an owner, director, officer,
24 and/or managing agent of ALL INCLUSIVE MEDICAL SERVICES URGENT CARE, INC., ALL
25 INCLUSIVE MEDICAL SERVICES, INC., and ALL INCLUSIVE MEDICAL SERVICES HOME
26 HEALTH CARE, INC., responsible for causing the violations outlined in the first through eighth
27 causes of action. As such SUNIL DHIR is individually liable pursuant to California Labor Code
28 section 558.1. Pursuant to California Labor Code section 558.1, ALL INCLUSIVE MEDICAL

SERVICES URGENT CARE, INC., ALL INCLUSIVE MEDICAL SERVICES, INC., ALL INCLUSIVE MEDICAL SERVICES HOME HEALTH CARE, INC., and SUNIL DHIR, are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiffs allege that SUNIL DHIR trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, SUNIL DHIR caused the violations identified herein. SUNIL DHIR was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

10. On information and belief, Plaintiff alleges, FARAZ R ZAIDI, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that FARAZ R ZAIDI, is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that FARAZ R ZAIDI is an owner, director, officer, and/or managing agent of ALL INCLUSIVE MEDICAL SERVICES URGENT CARE, INC., ALL INCLUSIVE MEDICAL SERVICES, INC., and ALL INCLUSIVE MEDICAL SERVICES HOME HEALTH CARE, INC., responsible for causing the violations outlined in the first through eighth causes of action. As such FARAZ R ZAIDI is individually liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, ALL INCLUSIVE MEDICAL SERVICES URGENT CARE, INC., ALL INCLUSIVE MEDICAL SERVICES, INC., ALL INCLUSIVE MEDICAL SERVICES HOME HEALTH CARE, INC., and FARAZ R ZAIDI are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiffs allege that FARAZ R ZAIDI trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, FARAZ R ZAIDI caused the violations identified herein. FARAZ R ZAIDI was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and

are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

12. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

14. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

15. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

16. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All employees who have worked, or continue to work, for Defendants in California as Physician Assistants, Nurse Practitioners, or other similar title providing patient care, from April 15, 2022, to the present.

17. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

- (a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as one hundred (100) individuals falling within the above stated class definition throughout the State of California during the applicable

1 statute of limitations, who were subjected to the policies and practices outlined in this
2 Complaint. As such, joinder of all members of the putative class is not practicable.

3 (b) Common Questions Predominate: Common questions of law and fact exist as to all
4 members of the putative class and predominate over questions that affect only individual
5 members of the class. These common questions of law and fact include, without
6 limitation, the following:

- 7 (1) Whether Defendants violated the law by not paying employees for all hours
8 worked;
- 9 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
10 class members were not paid all minimum and overtime wages owed;
- 11 (3) Whether Defendants violated the law by misclassifying employees as salary
12 exempt which led to employees not being paid for overtime, and meal and rest
13 breaks;
- 14 (4) Whether Defendants paid Plaintiff and similarly situated employees hourly
15 instead of salary;
- 16 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
17 class members were not authorized to take all meal and rest periods owed;
- 18 (6) Whether Defendant failed to reimburse Plaintiff and putative class members for
19 all necessary business expenses;
- 20 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
21 class members received all wages, due and owing, at the time of their termination
22 or separation; and
- 23 (8) Whether Defendants provided Plaintiff's and putative class members with wage
24 statements that complied with Labor Code section 226.

25 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
26 class. The putative class also sustained damages arising out of Defendants' common
27 course of conduct in violation of the law as complained of herein. Plaintiff and all
28 members of the putative class were non-exempt employees and/or misclassified salaried

1 employees who were not paid salary but were paid by a hourly rate, and who were not
2 paid minimum and overtime wages, meal and rest period premiums, and reimbursement
3 of expenses as a result of Defendants' policies and practices resulting in a failure to pay
4 overtime wages, failure to pay minimum wages, meal period violations, rest period
5 violations, failure of paying reimbursement expenses, and sick leave wages.

6 Additionally, Defendants issued Plaintiff and all members of the putative class wage
7 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
8 each member of the putative class will have suffered the same type of harm and seek the
9 same type of recovery based on the same legal theories.

10 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
11 putative class. For all relevant times, Plaintiff resided in California and worked for
12 Defendants in California. Moreover, Plaintiff is an adequate representative of the
13 putative class as Plaintiff has no interests that are adverse to those of putative class
14 members. Additionally, Plaintiff has retained counsel who has substantial experience in
15 complex civil litigation and wage and hour matters.

16 (e) Superiority: A class action is superior to other available means for the fair and efficient
17 adjudication of the controversy since individual joinder of all members of the putative
18 class is impracticable. Class action treatment will permit a larger number of similarly
19 situated persons to prosecute their common claims in a single forum simultaneously,
20 efficiently, and without the unnecessary duplication of effort and expense that numerous
21 individual actions would engender. Further, as damages suffered by each individual
22 member of the class may be relatively small, the expenses and burden of the individual
23 litigation would make it difficult or impossible for individual members of the class to
24 redress the wrongs done to them, and an important public interest will be served by
25 addressing the matter as a class action. The cost to the court system of adjudication of
26 such individualized litigation would be substantial. Individualized litigation would also
27 present the potential for inconsistent or contradictory judgments.
28

18. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

19. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 18 as though fully set forth herein.

20. Plaintiff worked for Defendants from January 2025 to December 2025. Defendants classified Plaintiff and similarly situated employees as a salaried, calculating an effective hourly rate for each employee based on their salary. For example, during a portion of Plaintiff's employment Defendants calculated Plaintiff's converted hourly rate to be \$100 per hour. Plaintiff's and similarly situated employees' total weekly pay depending on the number of days per week and total hours per day worked instead of a guaranteed weekly amount. After calculating Plaintiff's and similarly situated employees' effective hourly rate, Defendants would then multiply this by the scheduled number of hours per shift and shifts per week to arrive at the amount paid for Plaintiff and similarly situated employees. For example, when his effective hourly rate was \$100, Plaintiff was typically scheduled for three (3) twelve (12) hour shifts per week. During these weeks, Defendants would pay him \$3,600. However, if Plaintiff worked less than twelve (12) hours or three (3) days, he would be paid less according to the scheduled reduction. For example, if Plaintiff worked only two (2) twelve (12) hours shifts per week, Defendants would pay him \$2,400 per week. If Plaintiff worked additional days, he would be paid more based on the number of days worked. Plaintiff is informed and believes that this pay structure and varying amounts of pay was the same for similarly situated employees. Thus, Defendants did not pay Plaintiff and similarly situated employees on a salary basis as the pay varied by the quantity and/or quality of work. As a result, Plaintiff and similarly situated employees should have been deemed non-exempt employees eligible for various protections under the California Labor Code such as overtime, meal and rest period premiums, etc.

21. Plaintiff was a Physician Assistant who worked in many different locations, such as Carmichael, Sacramento, and Elk Grove. Plaintiff and similarly situated employees worked more than (8) hours per day and sometimes more than forty (40) hours per week, but did not receive overtime wages for work in excess of (8) hours per day and/or forty (40) hours per week. Plaintiff and similarly

1 situated employees did not clock in and out and Defendants did not have any timecards to track
2 Plaintiff's and similarly situated employees' hours worked. Plaintiff's scheduled shift was typically from
3 9:00 a.m. to 9:00 p.m. Plaintiff was typically scheduled to work three (3) days of twelve (12) hour shifts
4 per week. At times, Plaintiff would work two (2) days of twelve (12) hour shifts per week, four (4) days
5 of twelve (12) hour shifts per week, or five (5) days of twelve (12) hour shifts per week. Similarly
6 situated employees worked similar schedules as Plaintiff and Defendants paid them the same way as
7 Plaintiff. However, Plaintiff would usually report to work fifteen (15) minutes prior to the beginning of
8 his scheduled shift to set up, review charts, and get ready for the day. Also, Plaintiff would leave the
9 office fifteen (15) to twenty (20) minutes after the end of his scheduled shift because he would complete
10 charts, call the pharmacy for prescriptions, return urgent messages, draft notes for insurance companies
11 for insurance authorizations, or wait for patients to leave the office. Plaintiff is informed and believes
12 that similarly situated employees also usually started working about fifteen (15) minutes prior to the
13 beginning of their shift and stopped working about fifteen (15) minutes after the end of their shift for
14 similar reasons. Defendants did not pay Plaintiff and similarly situated employees for any of this work.

15 22. Moreover, Plaintiff and similarly situated employees worked at a very busy practice.
16 Defendants scheduled back-to-back patient visits for them. Plaintiff usually examined about 38-42
17 patients per day. Defendant did not provide all uninterrupted compliant meal periods to Plaintiff and
18 similarly situated employees. Plaintiff and similarly situated employees did not usually take any
19 uninterrupted meal periods. Most of the time, Plaintiff and similarly situated employees ate while
20 working, between patient visits, while rooming patients, or while waiting for labs or patient vital
21 checkup. Also, Defendants did not keep track of when Plaintiff and similarly situated employees took
22 their meal periods. Defendants did not inform Plaintiff and similarly situated employees that they were
23 entitled to a meal period for every five (5) hours of work, or before the fifth hour of work. Also,
24 Defendants did not provide a second meal period to Plaintiff and similarly situated employees when they
25 worked more than ten (10) hours per day. Moreover, Plaintiff and similarly situated employees did not
26 take rest periods every four (4) hours or a fraction of thereof, and Defendants did not inform them that
27 they were entitled to such rest periods. Defendants did not pay Plaintiff and similarly situated employees
28 any meal and rest period premiums for missed meal and rest periods.

1 23. Plaintiff and similarly situated employees were required to utilize their personal cell
2 phones for work-related issues. Plaintiff and similarly situated employees would use their cell phones to
3 communicate with managers and text managers as well as other medical providers or staff regarding
4 work related issues, patients, etc. Additionally, Plaintiff and similarly situated employees would use
5 their personal cell phones to dictate notes for charting and look up diagnosis and medical guidelines for
6 patients. For example, Plaintiff and similarly situated employees downloaded applications to look up
7 diagnosis and medical guidelines on their cell phones and for dictating notes into charts. Plaintiff
8 estimates that he used his cell phone for work purposes over 50% of the time. Defendants did not
9 reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
10 purposes.

11 24. Defendants failed to provide Plaintiff and similarly situated employees with all their
12 earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly
13 situated employees' work in excess of their scheduled shifts when calculating the total sick leave
14 accrued. As a result of such policies, Defendants prevented Plaintiff and similarly situated employees
15 from taking all their earned sick days.

16 25. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
17 minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage
18 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
19 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of
20 meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net
21 wages earned. In fact, the paystubs issued to Plaintiff and similarly situated employees typically did not
22 itemize any hours worked or rates of pay.

23 26. To date, Defendants have not paid Plaintiff and similarly situated employees all the
24 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages.

25 27. Plaintiff is informed and believes that SUNIL DHIR and FARAZ R ZAIDI were the
26 Chief Executive Officer and Secretary, respectively, of ALL INCLUSIVE MEDICAL SERVICES
27 URGENT CARE, INC., ALL INCLUSIVE MEDICAL SERVICES, INC., and ALL INCLUSIVE
28 MEDICAL SERVICES HOME HEALTH CARE, INC. from at least 2025 to present. Moreover,

1 Plaintiff is informed and believes that SUNIL DHIR and FARAZ R ZAIDI were partners and the
2 medical directors and supervisors for Plaintiff and similarly situated employees. They held themselves
3 as medical directors and supervisors of all the corporate entities and informed Plaintiff and similarly
4 situated employees in meetings to talk to them regarding work-related issues. Plaintiff is informed and
5 believes that SUNIL DHIR and FARAZ R ZAIDI were in charge of Defendants' employment practices
6 and policies. SUNIL DHIR and FARAZ R ZAIDI were responsible for creating, implementing, and
7 overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the
8 California Labor Code. Furthermore, ALL INCLUSIVE MEDICAL SERVICES URGENT CARE,
9 INC., ALL INCLUSIVE MEDICAL SERVICES, INC., and ALL INCLUSIVE MEDICAL SERVICES
10 HOME HEALTH CARE, INC., share management personnel and have the same human resources
11 department addressing all wage and hour and personnel related matters for the company. ALL
12 INCLUSIVE MEDICAL SERVICES URGENT CARE, INC., ALL INCLUSIVE MEDICAL
13 SERVICES, INC., and ALL INCLUSIVE MEDICAL SERVICES HOME HEALTH CARE, INC., also
14 hold themselves out to the public as an integrated enterprise performing medical care and related
15 services.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PAY OVERTIME WAGES**
19 **(As to all Defendants)**

20 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
21 set forth herein.

22 29. During the period Plaintiff was employed by Defendants, Defendants were required to
23 compensate Plaintiff and similarly situated employees at one and one-half (1½) times the regular rate of
24 pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2)
25 times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g., IWC*
26 *Wage Order No. 5, section (3)(A); Cal. Lab. Code §§ 510, 1194.*

27 30. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
28 and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at 1.5x their regular rate of pay.

3 31. Plaintiff and similarly situated employees were not exempt from overtime protections
4 employees under the California Wage Orders and Labor Code.

5 32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGES**
10 **(As to all Defendants)**

11 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully
12 set forth herein.

13 34. For the period preceding the filing of this Complaint, Defendants were required to
14 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
15 every hour worked. *See* IWC Wage Order, No. 5, § 4(A); Cal. Lab. Code § 1194.

16 35. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of
17 their obligation to pay the minimum wage for each hour worked but failed to do so.

18 36. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
19 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
20 the extent pertinent as if set forth here in full.

21 **THIRD CAUSE OF ACTION**
22 **MEAL PERIOD VIOLATIONS**
23 **(As to all Defendants)**

24 37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully
25 set forth herein.

26 38. An employer must provide an employee a meal period in accordance with the applicable
27 Wage Order, and California Labor Code §§ 226.7 and 512.

28 39. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A)
require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each
work period of more than five (5) hours.

40. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

41. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

42. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

43. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

46. California Labor Code § 226.7 and Wage Order No. 5, § 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

47. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

48. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

52. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the

requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' misclassification policies, timekeeping practices, meal and rest period policies and practices that interrupted Plaintiffs and similarly situated employees during their meal and rest breaks, and policies that resulted in off-the-clock work pre and post shifts. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

56. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

57. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

58. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

59. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees misclassified because they paid them an hourly rate and not a salary, Defendants knew that Plaintiff and similarly situated employees were working more than eight (8) hours per day and over forty (40) hours per week and did not pay them overtime, Defendants also knew that Plaintiff and similarly situated employees did not take their meal and rest breaks because Defendants scheduled patient visits and did not leave enough time for Plaintiff and similarly situated employees to take uninterrupted meal and rest periods. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

60. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

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

63. Defendants required Plaintiff and similarly situated employees to use their personal cell phones for work purposes but failed to reimburse them for such use. Plaintiff and similarly situated employees would use their cell phones to communicate with managers and text managers as well as other medical providers or staff regarding work related issues, patients, etc. Additionally, Plaintiff and similarly situated employees would use their personal cell phones to dictate notes for charting and look up diagnosis and medical guidelines for patients. For example, Plaintiff and similarly situated employees downloaded applications to look up diagnosis and medical guidelines on their cell phones and for

dictating notes into charts. Also, Plaintiff estimates that he used his cell phone for work purposes over 50% of the time. Defendants did not reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work purposes.

64. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to ALL INCLUSIVE MEDICAL SERVICES URGENT CARE, INC., ALL INCLUSIVE MEDICAL SERVICES, INC., ALL INCLUSIVE MEDICAL SERVICES HOME HEALTH CARE, INC., and DOES 1 to 100)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

67. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

68. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

69. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, , 245 *et seq.* and

1 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing
2 of this Action.

3 **NINTH CAUSE OF ACTION**
4 **PRIVATE ATTORNEYS GENERAL ACT**
5 **(As to all Defendants)**

6 70. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 69 as though fully
7 set forth herein.

8 71. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
9 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
10 current and former employees:

- 11 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime
12 Wages)
- 13 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
14 Minimum Wages)
- 15 • Violation of Labor Code §§ 226.7, 512 and Wage Order 5, §§ 11(A) and 11(B) (Failure
16 to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 17 • Violation of Labor Code § 226.7 and Wage Order 5, § 12(A) (Failure to Provide Rest
18 Periods or Pay Premiums in Lieu Thereof)
- 19 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 20 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 21 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 22 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
23 Work in Any Industrial Welfare Commission Order)
- 24 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 25 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

26 72. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
27 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
28 2699(f)(2).

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

74. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:

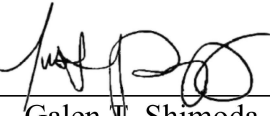
- 1 a. Penalties as provided for in Labor Code section 226, including the greater of all
2 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred and one hundred dollars (\$100.00) per employee for each
4 violation in the subsequent pay periods, but not to exceed four thousand dollars
5 (\$4,000.00);
- 6 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
7 226(e);
- 8 7. As to the Sixth Cause of Action:
- 9 a. For any initial violations, \$100 for each failure to pay each employee;
- 10 b. For each subsequent violation or any willful or intentional violations \$200 for
11 each failure to pay each employee, plus 25 percent of the amount unlawfully
12 withheld;
- 13 8. As to the Seventh Cause of Action:
- 14 a. An amount to be proven at trial;
- 15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 16 9. As to the Eighth Cause of Action:
- 17 a. Unpaid wages as proven at trial;
- 18 10. As to the Ninth Cause of Action:
- 19 a. For civil penalties as provided for in the Labor Code for each enumerated
20 violation;
- 21 b. For those Labor Code sections, the violation of which there is no civil penalty
22 provided, the default penalty provided in Labor Code section 2699(f): for any
23 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
24 period; For any subsequent violation, two hundred dollars (\$200) for each
25 aggrieved employee per pay period;
- 26 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- 27 d. For any other remedies as allowed by law and/or deemed appropriate by the
28 Court.

- 1 11. For such other and further relief as this Court may deem just and proper,
2 including, but not limited to:
3 a. Wages as proved at trial;
4 b. Injunctive and Declaratory relief;
5 c. Attorney's fees and costs as provided for by law; and
6 d. Interest.

7
8 Dated: July 21, 2026

Shimoda & Rodriguez Law, PC

9
10 By: _____



Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On July 29, 2026, I served the following documents on the party below:

9 • **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

10 Christine Starkie (SBN 226354) 11 Christopher Leland (SBN 357898) 12 Kaufman Dolowich 13 425 California Street Suite, 2100 San Francisco, California 94104 Telephone: (415) 523-4989 Email: cstarkie@kaufmandolowich.com Christopher.leland@kaufmandolowich.com	
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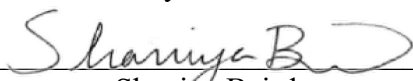
14 [] [By Mail] I am familiar with my employer's practice for the collection and
15 processing of correspondence for mailing with the United States Postal
16 Service and that each day's mail is deposited with the United States Postal
17 Service that same day in the ordinary course of business. On the date set
18 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

19 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

20 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
21 above. No error was reported by the e-mail service that I used.

22 [] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on July 29, 2026, at Salt Lake City, Utah.

25 
26 Shaniya Baird