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6
7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**
10

11 RUTH TANKSLEY, individually and on
behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 HISHAM SOLIMAN M.D. INC., a California
16 Corporation; and DOES 1 to 100, inclusive,

17 Defendants.
18
19
20
21
22

Case No. 34-2023-00335509

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on February 9, 2024, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 27 of the above-entitled Court, Plaintiff Ruth Tanksley, individually
4 and on behalf of all other similarly situated individuals, hereby move for entry of an Order for the
5 following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Ruth Tanksley as class representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorneys General Act
12 settlement, in the amount of \$292,500, which is incorporated herein by reference;
- 13 5. Preliminarily approving the appointment of Apex Class Action as the Settlement
14 Administrator and for payment to Apex Class Action for administering said class action
15 settlement in an amount not to exceed \$10,000;
- 16 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
17 the total amount of \$10,000, 75% of which will be paid to the Labor and Workforce
18 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 19 7. Approving as to form and content the Notice of Settlement, which provide Class Members
20 information regarding the settlement, their ability to opt out of, or object to, the class action
21 settlement and which provides instruction on how to dispute an individual's settlement
22 allocation under the proposed settlement agreement;
- 23 8. Approving the proposed procedures to notify the class and determining that the proposed
24 notification procedures and process complies with Class Members' due process rights and
25 directing the Notice of Settlement to be sent by first class mail to Class Members;
- 26 9. Directing Defendant and its individual owners, Hisham Soliman, M.D. and Abeer Soliman,
27 to report employment information, including social security numbers, to the Settlement
28 Administrator to administer the settlement proceeds;

1 10. Scheduling a fairness hearing on the question of whether the proposed settlement should be
2 finally approved as fair, reasonable, and adequate;

3 11. Directing that any amount from settlement checks that were not cashed by the check cashing
4 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
5 Rights under the doctrine of *cy pres*;

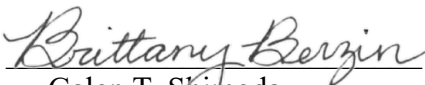
6 12. Preliminarily and conditionally approving and adopting the Proposed Order and its
7 implementation schedule, which is filed herewith and incorporated by reference.

8 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
9 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
10 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
11 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
12 of points and authorities, the Declaration of Brittany V. Berzin, the Declaration of Ruth Tanksley,
13 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
14 hearing of this motion.

15
16 **Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter**
17 **by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the**
18 **department may be downloaded off the court's website. If the party does not have online access,**
19 **they may call the dedicated phone number for the department as referenced in the local telephone**
20 **directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and**
21 **receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the**
22 **court day before the hearing, no hearing will be held.**

23 Dated: January 16, 2024

Shimoda & Rodriguez Law, PC

24 By: 
25 Galen T. Shimoda
26 Justin P. Rodriguez
27 Brittany V. Berzin
28 Attorneys for Plaintiff

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A335509-001

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Ruth Tanksley (“Plaintiff”) seeks preliminary approval of a wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$292,500. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendant Hisham Soliman M.D. Inc. (“Defendant”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 224 Class Members.

Plaintiff has alleged that Defendants failed to pay overtime wages, failed to pay minimum wages, failed to provide meal and rest period or premiums in lieu thereof, failed to provide accurate wage statements, failed to timely pay final wages, failed to reimburse expenses, failed to maintain accurate records, and failed to provide paid sick leave. *See generally* Exhibit B; *see also* Declaration of Brittany V. Berzin (“Decl. Berzin”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendant is liable for a civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Berzin, ¶ 3. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Berzin, ¶¶ 7, 9-10.

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfied all applicable criteria under California law. Accordingly, Plaintiff requests that the Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately March 2, 2023, in Sacramento County Superior Court against Defendant. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Berzin, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Berzin, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Declaration of Ruth Tanksley (“Decl. Tanksley”) ¶ 3-6. Plaintiff worked during the time all of Defendant’s policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Tanksley, ¶ 2. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Berzin, ¶ 7. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff’s contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendant Engaged in Extensive Arm’s Length Negotiations

The final settlement occurred only after extended, arm’s length negotiations. Over the course of approximately eight months, Plaintiff has been investigating the claims and discussing with Defendant’s counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 6-10. The Parties exchanged substantial amounts of information and legal analysis in connection with these

1 discussions. *See id.* It was only after these extended discussions, which included a full day mediation
2 with Russ J. Wunderli, that the Parties were able resolve all claims and enter into the Agreement. *See*
3 *id.* at ¶ 8.

4 **b. The Terms of the Agreement**

5 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
6 which include all non-exempt employees who have, or continue to, work for Hisham Soliman M.D.,
7 Inc. in California from March 2, 2019 up to January 13, 2024; and (b) Aggrieved Employees, which
8 include all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. from
9 March 1, 2022 to the present up to January 13, 2024. *See* Exhibit A, ¶¶ 1.2, 1.5. There are
10 approximately 224 Class Members. *See id.*

11 2. Defendant and its owners, Hisham Soliman, M.D. and Abeer Soliman, will pay the
12 Gross Settlement Amount of \$292,500, which is exclusive of the employer's share of payroll taxes.
13 *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendant. *See id.* at ¶ 5.6.
14 Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they
15 opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

16 3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
17 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
18 5.4.

19 4. Subject to Court approval, the Parties have selected Apex Class Action to act as the
20 Settlement Administrator, who has provided a maximum cost estimate of \$6,990. *See* Exhibit D (Apex
21 Class Action Quote); Exhibit A, ¶ 1.33; Decl. Berzin, ¶ 21.

22 5. The Parties agree that \$10,000 of the Gross Settlement Amount shall be allocated to
23 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
24 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
25 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
26 by Defendants to maintain compliant policies and take corrective action, the presence of what may
27 likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, Plaintiff
28 believes the \$10,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring

1 non-compliance given the facts of this case. *See* Decl. Berzin, ¶¶ 6-10; *see also Nordstrom Com.*
2 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
3 based on their being disputed and being part of a class settlement which was evaluated based on the
4 terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2
5 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v.*
6 *Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA
7 claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016
8 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA
9 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
10 *Commc 'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily
11 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S.
12 Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award
13 alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D.
14 Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson*
15 *& Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in
16 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal.
17 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S.
18 Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000
19 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
20 value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012)
21 (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
22 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement
23 fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving
24 PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

25 6. The Parties agree that up to thirty-Five Percent (35%) of the Gross Settlement Amount
26 (\$102,375) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant
27 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
28 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as

1 approved by the Court in an amount not to exceed \$10,000. *See id.* The proposed notice to be sent to
2 Class Members will state this information. *See* Exhibit F.

3 7. Any allocated amounts under the Agreement for Settlement Administrator Costs, Class
4 Representative Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by
5 the Court will remain part of the Net Settlement Amount and be paid out to Participating Class
6 Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These
7 amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement
8 Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

9 8. Class Members who fail to timely opt-out of this settlement will waive all Released
10 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved
11 Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether
12 they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

13 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
14 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
15 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
16 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
17 doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.6. Because the Agreement provides for all funds such that
18 there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See*
19 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly
20 promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-
21 profits aimed at assisting employees with wage and hour claims who cannot afford legal representation,
22 including providing representation for employees in wage claims before the California Labor
23 Commissioner. *See id.* at 722-724; *see also* Decl. Berzin, ¶ 25-32.

24 **c. Allocation of Settlement Funds**

25 Payment to Participating Class Members and Aggrieved Employees will not require the
26 submission of a claim form. A Net Settlement Amount will be determined by subtracting from the
27 Gross Settlement Amount any attorneys' fees and costs, Enhancement Payment to the Class
28 Representative, Settlement Administrator Costs, PAGA Payment that are approved and/or awarded by

1 the Court. Each Class Member's share will be determined by dividing their total weeks worked within
2 the Class Period by the total weeks worked by all Class Members within the Class Period. That
3 fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's
4 individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion
5 of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA
6 Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period.
7 That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
8 Aggrieved Employee's individual share. *See* Exhibit A, at ¶¶ 1.17, 5.5, 5.8.

9 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
10 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
11 **CIRCUMSTANCES**

12 It is not required that Class Members be given actual notice of a class settlement; instead, the
13 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
14 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
15 *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017); *Wright v.*
16 *Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir.
17 1994), the Court rejected a class member's argument that he had not received due process because he
18 did not receive notice until after the opt out period, finding that, so long as the notice process utilized is
19 the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of
20 the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra*
21 *Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice
22 mailings, the Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members
23 who did not receive actual notice due to their mailings being deemed undeliverable were still properly
24 held to be part of the class settlement because they received the best notice practicable under the
25 circumstances. *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7
26 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that California has adopted a similar
27 approach regarding providing notice to class members.

28 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*

Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for a Class Member to assess the litigation, the settlement, and whether they want to participate, object, or opt-out. It also provides them with a link to the Court’s Public Case Access website and informs them they will be able to access the final approval order there. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces, and surveying of current employees will be utilized as set out in the Agreement to provide the best practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any individual whose initial mailing was deemed undeliverable will have additional time to respond. *See id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs, objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class Members satisfy due process and should be approved in this case.

VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court’s sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(1)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal

¹The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

litigation. *See Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties

Settlement of this case was reached only after substantial litigation and extensive arm’s length negotiations lasting nearly eight months, which included a full day mediation. *See Decl. Berzin*, ¶¶ 7-8. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

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1 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
2 **Information to Enter Into an Informed and Reasonable Settlement**

3 The Parties were in possession of all necessary information during the negotiations. The Parties
4 engaged in substantial informal discovery, which included all necessary components for evaluating the
5 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was in possession of
6 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
7 make a reasonable estimation of Defendants' potential liability. *See id.* For these reasons, the
8 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
9 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Boyd v. Bechtel*
10 *Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

11 **iii. Plaintiff's Counsel are Experienced in Similar Litigation**

12 Plaintiff's counsel have considerable experience in complex litigation such as class and PAGA
13 actions. *See Decl. Berzin*, ¶¶ 12-19. Thus, Plaintiff's counsel are qualified to evaluate the class claims,
14 the value of settlement versus moving forward with litigation, and viability of possible affirmative
15 defenses. Plaintiff's counsel believe that the Agreement is fair, reasonable, and adequate in light of the
16 risks associated with the claims, the uncertainties of complex litigation, and the secured benefit to Class
17 Members. *See id.*

18 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
19 **Plaintiff's Case and the Risks and Costs of Further Litigation**

20 Plaintiff's claims and the ability to obtain and maintain certification all the way through trial
21 were heavily disputed by Defendants. *See Decl. Berzin*, ¶¶ 5, 6-10. Based on the records and facts of
22 this case, Plaintiff has secured a gross recovery of approximately 13.5% of the maximum likely value
23 of the claims in this matter and 36.5% of the more realistic range of recovery. *See Decl. Berzin*, ¶¶ 9-
24 10. The net recovery represents approximately 6.9% of the maximum likely value of the claims in this
25 matter and 18.7% of the more realistic range of recovery. The average net award is approximately
26 \$670.20. *See id.*

27 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
28 percentile ranges of the total available damages that have been approved in other class settlements. *See*

1 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
2 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
3 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
4 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than
5 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
6 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)
7 (approving a settlement where the net recovery to class members was approximately 7.5% of the
8 projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS
9 130878 (E.D. Cal. 2017) (approving a settlement with a gross recovery of 11% of the projected
10 maximum damages available and a net recovery of approximately 6.7% of the projected maximum
11 recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) (approving a
12 settlement where the gross recovery was approximately 8.5% of the projected maximum recovery);
13 *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class
14 Members will receive an average of approximately \$198.70, with the highest payment to a Class
15 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
16 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
17 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
18 results achieved in this case were very favorable. Class members are provided with immediate
19 monetary relief, with an average award of around several hundred dollars and a minimum award of
20 \$50”).

21 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

22 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
23 information be presented in class action settlements “to ensure that the recovery represents a reasonable
24 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
25 risks and expenses of attempting to establish and collect on those claims by pursuing the
26 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
27 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
28 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*

1 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
2 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
3 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

4 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
5 data points relied upon in reaching these ranges. *See* Decl. Berzin ¶¶ 9-10. The record demonstrates
6 that the compromises made by Plaintiff was reasonable and have resulted in a settlement with recovery
7 percentage well within the range of what has been found to be sufficient in several other cases. *See*,
8 *supra*, Section VI.a.iv; *see also* *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)
9 (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not,
10 in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”);
11 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least
12 in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a
13 single percent of the potential recovery”).

14 **b. Provisional Certification of the Class is Appropriate**

15 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
16 defined community of interest in the questions of law and fact involved affecting the parties to be
17 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
18 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
19 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
20 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

21 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

22 The proposed settlement class is ascertainable because all putative Class Members can be
23 readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7
24 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex*,
25 *Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 224
26 individuals who fall within the definition of Class Member, which makes joinder of all members
27 impracticable. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980),
28 *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no

set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

The common questions of law and fact in this case stem from Plaintiff's contention that Defendants 1) failed to pay Plaintiff and similarly situated employees for all hours worked, including time spent outside of their scheduled shifts; 2) failed to authorize and permit all meal and rest periods; 3) failed to reimburse employees for the use of personal cellphones; 4) failed to pay Covid-19 supplemental paid sick leave to employees who had been employed less than six (6) months; and 5) failed to incorporate the value of bonuses into employees' regular rates of pay. *See Exhibit B*. The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under these specific circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality requirement, Plaintiff contends she suffered from the same unlawful policies, treatment, and circumstances as Class Members did, will request the same remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 **iii. The Adequacy Requirement is Met**

2 The adequacy of representation requirement is met if the named representative and counsel have
3 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
4 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
5 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
6 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
7 number of workweeks they worked for Defendants. *See* Exhibit A. Finally, any settlement class
8 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
9 of workweeks stated in the Notice of Settlement (Exhibit F).

10 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
11 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
12 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
13 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
14 engaged Defendants' counsel in settlement discussions over the course of approximately eight months.
15 Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims. Because
16 Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy
17 requirement is met. *See generally* Decl. Berzin.

18 **VII. ATTORNEYS FEES AND COSTS, ENHANCEMENT PAYMENT TO THE CLASS**
19 **REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS TO BE**
20 **REQUESTED IN CONNECTION WITH FINAL APPROVAL**

21 Plaintiff is not requesting any determination with respect to attorney's fees and costs,
22 Enhancement Payment, or Settlement Administrator Costs at this time. Rather, should the Court grant
23 preliminary approval, Plaintiff will make the request for these amounts as set out in the Agreement as
24 part of their final approval briefing. Specifically, Plaintiff will request the Court award attorney's fees
25 in the amount of \$102,375 (35% of the Gross Settlement Amount), costs in an amount not to exceed
26 \$10,000, Settlement Administrator Costs in an amount not to exceed \$10,000, and an Enhancement
27 Payment for the Class Representative in the amount of \$10,000.

28 Plaintiff believes an award of attorney's fees under the common fund doctrine is appropriate in
this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the

benefits received can be accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *see also Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23 (S.D. Cal. 2011) (collecting cases); *Birch v. Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class action settlement); *West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement where 10,000 class members were to receive a gross award of approximately \$500 each from the \$5,000,000 settlement); *Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10, *15-*16 (D. Nev. Aug. 6, 2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members); *Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061 at *2 (N.D. Cal. 2019) (\$5,261 for settlement administrator’s fees was not excessive where PAGA group consisted of 40 employees).

Plaintiff’s final approval briefing will include information and analysis regarding the appropriateness of the fee percentage sought, a lodestar cross check of the requested fee, a detailed declaration from Plaintiff regarding their time spent on the case as well as any risks and burdens incurred as the Class Representative, an itemized costs spreadsheet, and a declaration from the Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred. The Notice of Settlement will state the amounts to be requested to provide Class Members the ability to comment thereon, providing evidence of whether the requested amounts are reasonable. *See Exhibit F* at pg. 2, § II.A; *see also In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal. 2005) (“the absence of objections or disapproval by class members to class counsel’s fee request further supports finding the fee request reasonable”). Any allocated amounts not ultimately awarded by the

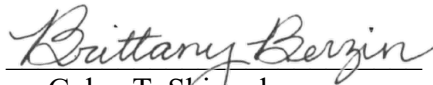
1 Court will be distributed to Class Members pro rata. *See* Exhibit A, ¶¶ 5.2-5.4, 5.8.

2 **VIII. CONCLUSION**

3 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
4 conditionally certify the class for settlement purposes; grant preliminary and conditional approval of
5 the proposed settlement; approve the proposed notification procedures, including the Notice of
6 Settlement and proposed deadlines relating thereto; and schedule the final approval hearing. A copy of
7 Plaintiff's proposed order is being filed concurrently herewith.

8
9 **Shimoda & Rodriguez Law, PC**

10 Dated: January 16, 2024

11 By: 
12 Galen T. Shimoda
13 Justin P. Rodriguez
14 Brittany V. Berzin
15 Attorneys for Plaintiff
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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. 34-2023-00335509

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action Quote
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: January 16, 2024

Shimoda & Rodriguez Law, PC

By: *Brittany Berzin*
 Galen T. Shimoda
 Justin P. Rodriguez
 Brittany V. Berzin
 Attorneys for Plaintiff

Exhibit A

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Attorneys for HISHAM SOLIMAN, M.D., Inc.

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

RUTH TANKSLEY, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 34-2023-00335509

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Ruth Tanksley (“Plaintiff”), on behalf of herself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants Hisham
4 Soliman M.D. Inc., Hisham Soliman and Abeer Soliman (“Defendants”). This Agreement is subject to the
5 terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Tanksley v. Hisham Soliman, M.D., Inc.*,
9 Sacramento County Superior Court, Case No. 34-2023-00335509, filed March 2, 2023.

10 1.2 “Aggrieved Employee(s)” means all non-exempt employees who have, or continue to, work
11 for Hisham Soliman M.D., Inc. in California during the PAGA Claim Period.

12 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of
15 Shimoda & Rodriguez Law, PC.

16 1.5 “Class Member(s)” means all non-exempt employees who have, or continue to, work for
17 Hisham Soliman M.D., Inc. in California during the Class Period.

18 1.6 “Class Period” means from March 2, 2019 up to either (1) to the Preliminary Approval Date
19 or (2) January 13, 2024, whichever is earlier.

20 1.7 “Class Representative” means Plaintiff Ruth Tanksley .

21 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

22 1.9 “Court” means the Sacramento County Superior Court.

23 1.10 “Defendants” means Hisham Soliman M.D. Inc., Hisham Soliman M.D., and Abeer
24 Soliman.

25 1.11 “Defendants’ Counsel” means Castle Law: California Employment Counsel, PC.

26 1.12 “Enhancement Payment” means the amount approved by the Court to be paid to the Class
27 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
28

of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representative as a Participating Class Member.

1.13 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.14 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.15 “Gross Settlement Amount” is the sum of Two Hundred Ninety-Two Thousand Five Hundred Dollars and No Cents (\$292,500.00).

1.16 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 5.5, and 5.8.

1.17 “LWDA” means the California Labor and Workforce Development Agency.

1.18 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.19 “Notice of Settlement” means the document substantially in the form attached hereto as Exhibit 1.

1.20 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.21 “PAGA” means Private Attorneys General Act.

1.22 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

1 1.23 “PAGA Claim Period” means from March 1, 2022 up to either (1) to the Preliminary
2 Approval Date or (2) January 13, 2024, whichever is earlier.

3 1.24 “Parties” mean Defendants and Plaintiff.

4 1.25 “Participating Class Member” means any and all Class Members who have not made any
5 timely request to opt-out of the Agreement.

6 1.26 “Preliminary Approval Date” means the date a signed order granting preliminary approval
7 of this Agreement is filed with the Court.

8 1.27 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
9 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
10 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
11 shall remain the property of Defendants until the payments required under the Agreement are made.

12 1.28 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
13 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
14 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
15 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
16 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
17 Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member
18 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
19 construed from Defendants’ records.

20 1.29 “Released Class Claims” means any and all class claims that are alleged in the Complaint,
21 and any additional wage and hour claims that could have been brought based on the facts alleged in the
22 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.
23 The Released Class Claims exclude claims for workers’ compensation or unemployment insurance
24 benefits. This release will cover all Class Members who do not opt out.

25 1.30 “Released PAGA Claims” means any and all claims that were brought under the Private
26 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage
27 and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during
28

1 the PAGA Claim Period or the PAGA letters filed with the LWDA. Aggrieved Employees cannot opt out
2 of this waiver of claims.

3 1.31 “Released Parties” means Defendants, as well as Defendants’ officers, shareholders,
4 directors, agents, employees, attorneys, and insurers.

5 1.32 “Settlement Administrator” means and refers to Apex Class Action, the third-party entity
6 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
7 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
8 Parties each represent that they do not have any financial interest in the Settlement Administrator.

9 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
10 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
11 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
12 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
13 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
14 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
15 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees
16 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
17 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
18 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
19 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
20 other filings required by any governmental taxing authority or agency; all costs and fees associated with
21 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
22 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
23 in connection with the execution of its duties under this Agreement.

24 **2. DESCRIPTION OF THE LITIGATION**

25 2.1 On or about March 1, 2023, Plaintiff sent notice to the LWDA to exhaust administrative
26 remedies under the PAGA for failure to pay overtime wages, failure to pay minimum wages, meal period
27 violations, rest period violations, wage statement violations, waiting time penalties, failure to reimburse
28 expenses, violation of Labor Code section 558, failure to maintain accurate records, and failure to provide

1 paid sick leave. On June 2, 2023, Plaintiff send an amended notice to the LWDA to include the statute for
2 failure to reimburse expenses. The LWDA did not respond to the notices within the statutorily required
3 time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged
4 PAGA claims.

5 2.2 On or about March 2, 2023, Plaintiff filed a class action Complaint in Sacramento County
6 Superior Court on behalf of herself and Class Members alleging claims for failure to pay overtime wages,
7 failure to pay minimum wages, meal period violations, rest period violations, wage statement violations,
8 waiting time penalties, failure to reimburse expenses, and unfair competition. Plaintiff filed a First
9 Amended Complaint on approximately June 22, 2023 to add a PAGA cause of action based on the
10 violations alleged in the notices to the LWDA on behalf of herself and Aggrieved Employees.

11 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
12 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
13 information on Class Members including, but not limited to, Class Members' dates of employment, total
14 number of Class Members, their average rate of pay, and timecard data and payroll reports for a randomly
15 selected sample of Class Members.

16 2.4 On November 13, 2023, the Parties participated in a lengthy mediation with private mediator
17 Russ J. Wunderli. Esq. At the conclusion of the mediation, the Parties were able to come to a resolution.
18 At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

19 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
20 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the
21 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
22 merits of the claims and the defenses to those claims.

23 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to pay
24 Plaintiff and similarly situated employees for all hours worked, including time spent outside of their
25 scheduled shifts; 2) failing to authorize and permit all meal and rest periods; 3) failing to reimburse
26 employees for the use of personal cellphones; 4) failing to pay Covid-19 supplemental paid sick leave to
27 employees who had been employed less than six (6) months; and 5) failing to incorporate the value of
28 bonuses into employees' regular rates of pay. Defendants have denied each of Plaintiff's claims and

1 Defendants have denied that this Action is appropriate for class certification for anything other than
2 settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'
3 theories of potential exposure for the underlying claims and the class data supporting these claims. The
4 Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability
5 based on Defendants' factual and legal contentions and defenses.

6 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
7 and the information exchanged to date, are more than sufficient to assess the merits of the respective
8 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
9 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
10 manner and upon such terms and conditions set forth herein in order to avoid further expense,
11 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
12 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
13 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
14 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
15 circumstances.

16 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

17 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
18 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
19 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
20 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
21 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
22 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
23 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
24 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
25 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
26 evidence that may be applicable.

27 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
28 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants

1 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
2 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
3 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
4 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
5 any and all other potential defenses or privileges.

6 **4. SCOPE OF THE CLASS**

7 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
8 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
9 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
10 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
11 Section 7.5.1.

12 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
13 this Agreement.

14 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
15 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
16 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
17 data request to the Settlement Administrator. The data request must contain all of the following
18 information: (a) the full name and, if applicable, Social Security Number of the individual making the
19 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;
20 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response
21 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
22 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
23 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
24 more than two business days) transmit the data requests to Defendants' Counsel and request that
25 Defendants review their records.

26 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
27 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
28 person who submitted the data request, at the address designated for that purpose in the data request. All

provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.

4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendants' records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$292,500.00). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

1 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
2 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have
3 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
4 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
5 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not
6 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
7 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
8 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
9 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
10 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
11 a pro rata basis.

12 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
13 Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
14 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
15 Members on a pro rata basis.

16 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
17 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
18 and No Cents (\$10,000) to compensate for the risks, time, and expense of her involvement in the Action
19 and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition
20 to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a
21 Participating Class Member. Defendants have agreed to not oppose Class Counsel's request for an
22 Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The
23 Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-
24 MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any
25 portion of the requested amount not awarded to the Class Representative shall be added to the Net
26 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

27 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000) of the Gross Settlement
28 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA

1 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
2 on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the
3 allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating
4 Class Members on a pro rata basis.

5 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
6 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
7 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
8 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
9 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

10 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
11 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
12 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
13 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
14 any new or additional compensation or benefits under any company bonus or other compensation or benefit
15 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
16 Class Member or Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or
17 matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual
18 Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendants to
19 the Participating Class Members and Aggrieved Employees in connection with this Agreement
20 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
21 might have been in effect during the period covered by this Agreement).

22 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
23 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
24 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
25 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
26 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
27 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
28 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the

Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 Twenty percent (20%) of each Participating Class Members' Individual Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Eighty percent (80%) of each Participating Class Members' Individual Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

1 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
2 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
3 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
4 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
5 including the treatment of such payments as not subject to withholding or deduction for payroll and
6 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
7 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
8 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
9 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
10 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
11 implications of any provision of this Agreement.

12 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
13 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
14 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
15 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
16 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
17 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
18 not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible
19 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
20 the date of such event.

21 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
22 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
23 establishing class certification have been met and are met.

24 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
25 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
26 Aggrieved Employees.

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1 **6. RELEASE**

2 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
3 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
4 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
5 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
6 Class Claims against any of the Released Parties.

7 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
8 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
9 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
10 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
11 Claims against any of the Released Parties.

12 **7. SETTLEMENT ADMINISTRATION**

13 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
14 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
15 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
16 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
17 any individual Class Members and Aggrieved Employee whose address or contact information as provided
18 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
19 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
20 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
21 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
22 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
23 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or
24 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests
25 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
26 determining and paying the final amounts due to be paid under the Agreement after resolution of all
27 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
28 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability

1 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-
2 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds
3 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of
4 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
5 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
6 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
7 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the
8 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes
9 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final
10 statistics of the administration and compliance with all payment obligations under the Agreement; 14)
11 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to
12 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as
13 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to
14 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if
15 necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until
16 all payments and obligations contemplated by the Agreement have been fully executed.

17 7.2 Notice to Class Members and Aggrieved Employees: Defendants represent and warrant that
18 Class Members and Aggrieved Employees are able to read and write in English such that no translation of
19 the Notice of Settlement into another language is necessary. The Notice of Settlement will provide Class
20 Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how
21 to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying
22 Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class
23 Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed
24 attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement
25 Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and
26 extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for
27 attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's
28 and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will

1 provide information on how to access electronic copies online of the Notice of Settlement, any motions for
2 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents
3 as the Court directs.

4 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
5 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the name, last
6 known mailing address, last known telephone number, Social Security Number, start and end date of
7 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
8 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
9 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
10 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
11 after receipt of such address information, the Settlement Administrator will perform a national change of
12 address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the
13 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
14 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
15 received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall
16 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
17 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
18 identifying information is redacted and/or omitted.

19 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
20 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
21 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
22 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
23 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
24 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
25 five (5) calendar days to any more recent address found as a result of the search. Following each search
26 that does not result in a corrected address, for those Class Members who appear to be current employees
27 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
28 Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement

1 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
2 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
3 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
4 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
5 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
6 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
7 be bound by all terms of the Agreement, including the releases contained in Section 6.

8 7.5 Responses to Notice of Settlement:

9 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
10 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
11 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
12 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
13 excluded from the settlement; (c) identify the case name and number (*i.e. Tanksley v. Hisham Soliman,*
14 *M.D., Inc.*, Case No. 34-2023-00335509); (d) be signed; and (e) be post-marked no later than the conclusion
15 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally
16 sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members.
17 The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine
18 whether a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the
19 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right
20 to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt
21 out request will be specifically identified in any proposed order granting final approval. Class Members
22 who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and
23 any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a
24 Class Member, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot
25 opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

26 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
27 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
28 objections to the Settlement Administrator and also serve copies of the objections on Class Counsel and

1 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
2 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
3 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
4 the reasons for the objection(s), including any supporting documentation; (d) identify the case name and
5 number (*i.e. Tanksley v. Hisham Soliman, M.D., Inc.*, Case No. 34-2023-00335509) (e) be signed; and (f)
6 be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section
7 7.4. The Notice of Settlement will inform the Class Member that they should also file a notice of intent to
8 appear with the Court and serve the notice on Class Counsel and Defendants' Counsel, if they intend to
9 appear at the final approval hearing.

10 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
11 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
12 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
13 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
14 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
15 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
16 dispute. Defendants' records shall presumptively control unless the Class Member can produce
17 documentation evidencing other periods of employment worked. If Defendants agree with submitted
18 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
19 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
20 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,
21 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
22 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
23 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
24 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
25 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

26 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
27 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
28 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the

1 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
2 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
3 letter, whichever is later.

4 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
5 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
6 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
7 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

8 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
9 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
10 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
11 and detailed report regarding the statistics and responses of settlement administration to date and all the
12 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

13 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
14 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
15 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
16 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
17 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
18 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
19 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount
20 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
21 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
22 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator
23 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
24 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
25 and payment to Participating Class Members and/or Aggrieved Employees as required under this
26 Agreement and approved by Court.

27 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
28 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide

1 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
2 after the Final Approval Date.

3 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
4 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
5 requested by Class Counsel.

6 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
7 Individual Settlement Amount.

8 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
9 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
10 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
11 necessary to determine the amount of the payroll tax payment required.

12 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
13 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
14 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
15 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
16 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
17 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
18 cashing deadline.

19 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
20 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
21 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
22 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
23 and detailed report regarding the settlement administration documenting that all payments under the
24 Agreement have been made, that the Court's final approval order has been complied with, and that all the
25 obligations of the Settlement Administrator have been completed.

26 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

27 8.1 The schedule may be modified depending on whether and when the Court grants necessary
28 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The

schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement

Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within three weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar three-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice

1 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
2 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
3 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
4 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
5 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
6 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
7 approved as fair, reasonable and adequate as to the Class Members.

8 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
9 Agreement.

10 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
11 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
12 appropriate to assure effective communication to individual Class Members of information about their
13 rights and obligations under this Agreement.

14 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
15 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
16 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
17 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
18 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
19 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
20 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
21 request to opt out during the Notice Period.

22 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable
23 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
24 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
25 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
26 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
27 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
28 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement

Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendants. Defendants have represented that there are approximately 7,540 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 8,294 (*i.e.*, greater than 10% more than 7,540), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 7,540, multiplied by the pay period value. For example,

1 if there were 11,900 workweeks represented to exist during the Class Period, but there are actually 15,000
2 workweeks in the Class Period, and the actual workweek value is \$5.00 per workweek, Defendants would
3 have to increase the Gross Settlement Amount by \$15,500.00 (15,000 workweeks – 11,900 workweeks
4 = 3,100 workweeks x \$5.00/workweek).

5 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
6 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
7 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
8 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
11 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
12 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
13 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
14 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
15 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
16 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
18 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
19 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
20 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
21 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
22 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
23 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
26 THIS AGREEMENT.

27 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or

wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Timothy B. Del Castillo
Lisa L. Bradner
Daniel Richardson
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Phone: 916-245-0122

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

1 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
3 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms and to execute any other documents required to effectuate the terms of this
5 Agreement.

6 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
7 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
8 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
9 may be executed on behalf of all Class Members by the Class Representative.

10 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
11 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
12 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
13 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
14 and effect of originals.

15 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
16 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
17 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
18 and governed by, the substantive laws of the State of California without giving effect to that State's choice
19 of law principles.

20 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
21 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
22 this Agreement, or any provision thereof.

23 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
24 construed as retaliation against any Class Members for participating or seeking to participate in this class
25 action settlement. The Parties will not discourage any class member from participating or seeking to
26 participate in this class action settlement. This is a material term of the Agreement and non-breaching
27 Parties will seek court intervention if this provision is breached.
28

1 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
2 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
3 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
4 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
5 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
6 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

7 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
8 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

9 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
10 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
11 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

12 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
14 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

15 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
16 attorneys, as of the day and year herein set forth.

17 **For Plaintiff:**

18 Date: _____

19 _____
20 Ruth Tanksley

21 **For Defendants:**

22 Date: Dec 26, 2023

23 _____
24 Hisham Soliman (Dec 26, 2023 20:51 GMT+2)

25 By: Hisham Soliman, M.D.
26 For Hisham Soliman M.D. Inc.
27
28

1 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
 2 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
 3 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
 4 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
 5 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
 6 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

7 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
 8 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

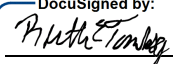
9 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
 10 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
 11 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

12 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
 13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
 14 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

15 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
 16 attorneys, as of the day and year herein set forth.

17 **For Plaintiff:**

18 Date: 12/27/2023

DocuSigned by:

 Ruth Tanksey

21 **For Defendants:**

22 Date: _____

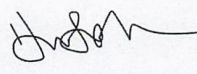
23 By: Hisham Soliman, M.D.
 24 For Hisham Soliman M.D. Inc.

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Date: Dec 26, 2023


Hisham Soliman (Dec 26, 2023 20:51 GMT+2)
Hisham Soliman, M.D.

Date: Dec 26, 2023


Abeer Soliman

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

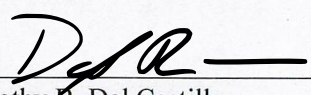
Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

**Castle Law: California Employment
Counsel, PC**

Dated: December 26, 2023

By: 
Timothy B. Del Castillo
Lisa L. Bradner
Daniel Richardson
Attorney for Defendants

Date: _____

Hisham Soliman, M.D.

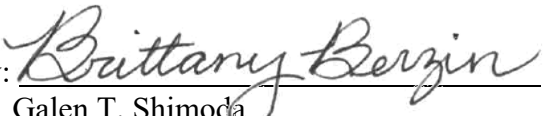
Date: _____

Abeer Soliman

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

**Castle Law: California Employment
Counsel, PC**

Dated: _____

By: _____
Timothy B. Del Castillo
Lisa L. Bradner
Daniel Richardson
Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019, up to [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class and Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Ruth Tanksley ("Plaintiff" or "Class Representative") and Defendants Hisham Soliman M.D. Inc., Hisham Soliman and Abeer Soliman ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 2, 2023, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2023-00335509. The Class Period is from March 2, 2019 up to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay Plaintiff and similarly situated employees for all hours worked, including time spent outside of their scheduled shifts; 2) failing to authorize and permit all meal and rest periods; 3) failing to reimburse employees for the use of personal cellphones; 4) failing to pay Covid-19 supplemental paid sick leave to employees who had been employed less than six (6) months; and 5) failing to incorporate the value of bonuses into employees' regular rates of pay. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all non-exempt employees who have, or continue

to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019 up to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. from March 1, 2022 up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Ninety-Two Thousand Five Hundred Dollars and No Cents (\$292,500) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$10,000, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from March 1, 2022, up to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants’ records. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants’

records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by [REDACTED]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [REDACTED], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your

objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509) (e) be signed; and (f) be post-marked no later than [REDACTED]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendants at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 27, 720 9th Street, Sacramento, California 9514 on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Timothy B. Del Castillo
Lisa L. Bradner
Daniel E. Richardson
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: 916-245-0122
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit B

FILED/ENDORSED

JUN 22 2023

By: A. Turner
Deputy Clerk

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff RUTH TANKSLEY

6
7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 **RUTH TANKSLEY, individually and on**
11 **behalf of all other similarly situated**
employees,

12 **Plaintiff,**

13 **vs.**

14
15 **HISHAM SOLIMAN M.D. INC., a California**
16 **Corporation; and DOES 1 to 100, inclusive,**

17 **Defendants.**

Case No. 34-2023-00335509

CLASS ACTION

**FIRST AMENDED 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

1 Plaintiff RUTH TANKSLEY ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees, hereby files this Complaint against Defendant HISHAM SOLIMAN M.D. INC., a
3 California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as
4 "Defendants"). On information and belief, Plaintiff allege the following:

5 **INTRODUCTION**

6 1. This is a class action lawsuit brought by Plaintiff for failure to pay overtime wages,
7 failure to pay minimum wages, meal and rest period violations, wage statement violations, waiting time
8 penalties, failure to reimburse expenses, and unfair competition. Plaintiff has also alleged a
9 representative claim for civil penalties under the Private Attorneys General Act.

10 **JURISDICTION AND VENUE**

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 4.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that Defendant
15 resides in Sacramento County. In addition, some of the wrongful acts and violations of law asserted
16 herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
17 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
18 (1984).

19 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
20 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
21 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
22 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
23 approximately March 1, 2023. Plaintiff provided facts and legal bases for her claims within the notice to
24 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
25 submitted the \$75.00 filing fee. The March 1, 2023 notice was also sent via certified mail to Defendants
26 on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any
27 response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and believes that she
28 has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring

1 this action on behalf of herself and all Aggrieved Employees. See Cal. Labor Code § 2699.3(a)(2)(A),
2 (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved
3 Employees includes all non-exempt employees who have, or continue to, work for Defendants in
4 California from March 1, 2022 to the present.

5 **PARTIES**

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

8 6. On information and belief, Plaintiff alleges, HISHAM SOLIMAN M.D. INC., is now
9 and/or at all times mentioned in this Complaint was a California Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

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

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

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

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

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CLASS ALLEGATIONS

12. Plaintiff brings the First through Seventh and Ninth Causes of Action on behalf of herself 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 non-exempt employees who have, or continue to, work for Defendants in California from March 2, 2019 to the present.

13. 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 fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

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

- (1) Whether Defendants had a policy or practice that resulted in a failure to pay class members for all hours worked;
- (2) Whether Defendants had a policy to provide class members with legally compliant meal periods;
- (3) Whether Defendants had a policy to authorize and permit class members to take legally compliant rest periods;

- (4) Whether Defendants had a policy or practice requiring class members to use their personal cellphones for work;
- (5) Whether Defendants had a policy or practice requiring class members to use their personal vehicles for work;
- (6) Whether Defendants had a policy to reimburse class members for business expenses they incurred;
- (7) Whether Defendants had a policy to pay premiums for missed meal and rest periods;
- (8) Whether Defendants kept accurate records of class members' hours worked;
- (9) Whether as a result of Defendants' policies and practices class members received all wages, due and owing, at the time of their termination or separation; and
- (10) Whether Defendants provided class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid for all hours they worked, did not receive all meal and rest periods, and were not reimbursed for personal cellphone and vehicle expenses they incurred for work. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class

1 members. Additionally, Plaintiff has retained counsel who has substantial experience in
2 complex civil litigation and wage and hour matters.

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

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

17 **GENERAL ALLEGATIONS**

18 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
19 set forth herein.

20 16. Hisham Soliman M.D., Inc. does business as Advanced Psychiatry Associates and
21 provides psychiatric services remotely to its patients. Plaintiff worked for Defendants from
22 approximately May 2022 to January 12, 2023, as a non-exempt employee. Plaintiff and similarly
23 situated employees typically were scheduled to work shifts from about 9 a.m. to 6 p.m. However, Abeer
24 Soliman instructed Plaintiff and similarly situated employees that if they were not finished with their
25 assigned tasks at the end of their shift, they were required to clock out at 6 p.m., but continue working
26 until the work was completed. Additionally, Plaintiff and similarly situated employees were instructed
27 to send daily reports at 5:50 p.m., but there were often questions about the reports from Mrs. Soliman
28

1 and the providers that Plaintiff and similarly situated employees were required to respond to off-the-
2 clock. These practices resulted in unpaid minimum and overtime wages.

3 17. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
4 all meal and rest periods owed to them. Defendants employed Plaintiff and similarly situated employees
5 for work for periods of more than five hours without providing them an off-duty meal period of at least
6 30 minutes. Defendants did not have a policy or practice to provide off-duty meal periods before the
7 end of the fifth hour of work. Plaintiff and similarly situated employees regularly began meal periods
8 after their fifth hour of work. Mrs. Soliman was aware of this and modified Plaintiff's and similarly
9 situated employees' time records so it would appear meal periods were taken earlier. Plaintiff and
10 similarly situated employees regularly received work communications from providers they needed to
11 respond to even during their meal periods. Defendants employed Plaintiff and similarly situated
12 employees for periods of more than 3.5 hours without providing them 10-minute rest periods. Due to
13 the amount of work Plaintiff and similarly situated employees had they were not always able to take 10-
14 minute breaks. Defendants were aware of this as Plaintiff and similarly situated employees would send
15 a message in Teams if they were able to take a break. On occasions Plaintiff and similarly situated
16 employees did not receive a break, there would be no message from them in Teams. Defendants did not
17 have any policy to pay premiums for missed meal and rest periods. Defendants did not pay Plaintiff and
18 similarly situated employees all missed meal and rest period premiums they were owed.

19 18. Defendants required Plaintiff and similarly situated employees to use their personal
20 cellphones for work to communicate with providers throughout the day. For example, providers would
21 call or text Plaintiff and similarly situated employees about patient follow up, medications, or patients
22 that didn't make their appointments, among other things. Plaintiff and similarly situated employees
23 were instructed to give the providers their cellphone numbers. Patients were scheduled approximately
24 every 20-40 minutes, so providers were in contact communication with Plaintiff and similarly situated
25 employees throughout the day. Defendants also required Plaintiff and similarly situated employees to
26 use their cellphones to record their hours worked. The timekeeping system would send Plaintiff and
27 similarly situated employees a code via text message they were required to use to clock in or out.
28 Defendants did not have any policy to reimburse Plaintiff and similarly situated employees for the use of

1 their personal cellphones for work. As such, no amount for reimbursement was ever paid. Defendants
2 also required Plaintiff and similarly situated employees to drive their personal vehicles for work to
3 deliver supplies to other office locations. Defendants did not have any policy to reimburse Plaintiff and
4 similarly situated employees for mileage incurred. As such, no amount of reimbursement was ever paid.

5 19. Defendants did not provide all Covid-19 supplemental paid sick leave owed to similarly
6 situated employees. Defendants erroneously failed to provide supplemental paid leave to similarly
7 situated employees who worked for Defendants less than 6 months at the time they became eligible to
8 use the leave.

9 20. Due to the practices and policies outline above, Defendants did not provide Plaintiff and
10 similarly situated employees with accurate wage statements. For example, the wage statements did not
11 include accurate gross and net wages earned, total hours worked by the employee, and all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee, including but not limited to rates and corresponding hours for minimum
14 and overtime wages, paid sick time, and meal and rest period premiums.

15 21. At the time of Plaintiff's and similarly situated employees' termination or separation they
16 had wages owed to them, including minimum wages, overtime wages, paid sick time, and meal and rest
17 period premiums. To date, these wages remain unpaid.

18 **CAUSES OF ACTION**

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

22 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
23 set forth herein.

24 23. During the period Plaintiff and similarly situated employees were employed by
25 Defendants, Defendants were required to compensate them at one and one-half (1½) times the regular
26 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and
27 two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.,*
28 IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code §§ 510, 1194.

24. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

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

26. 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.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully set forth herein.

28. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

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

30. 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.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

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

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

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

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

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

12 **FIFTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

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

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

18 (1) gross wages earned, (2) total hours worked by the employee, except for
19 any employee whose compensation is solely based on a salary and who is
20 exempt from payment of overtime under subdivision (a) of Section 515 or
21 any applicable order of the Industrial Welfare Commission, (3) the
22 number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that
24 all deductions made on written orders of the employee may be aggregated
25 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
26 period for which the employee is paid, (7) the name of the employee and
27 the last four digits of his or her social security number or an employee
28 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.

46. 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 gross and net wages earned, all applicable hourly rates in effect during the pay period and corresponding rates of pay, including minimum wages, overtime wages, paid sick time and meal and rest period premiums. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked. 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.

47. 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)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

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

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

51. 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.

52. 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.

1 53. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
2 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
3 and similarly situated employees were not compensated for all hours worked because Defendants
4 instructed them to work off-the-clock. Additionally, Defendants were aware that Plaintiff and similarly
5 situated employees had to work during meal periods, received late meal periods, and did not receive all
6 rest periods, but did not pay any premiums for missed meal and rest periods. Further, Defendants knew
7 employees were eligible for supplemental paid sick leave but failed to provide them with it if they had
8 worked less than six (6) months. Such conduct shows Defendants had knowledge of earned, but unpaid
9 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

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

13
14 **SEVENTH CAUSE OF ACTION**
15 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

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

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

23 57. Defendants required Plaintiff and similarly situated employees to use their personal
24 cellphones and personal vehicles but failed to reimburse them for such use. Defendants required class
25 members to use their personal cellphones to communicate throughout the day with providers and use
26 their personal vehicles to transport supplies between offices.

27 //

28 //

58. 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 HISHAM SOLIMAN M.D., INC. and DOES 1 to 100)

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. 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.

61. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, 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.

62. 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).

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

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

11

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

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 512; IWC Wage Order 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174, 1198; IWC Wage Order 4, § 7 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5, 248.6 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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

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

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:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
7. As to the Seventh Cause of Action:
 - a. An amount to be proven at trial;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

1 8. As to the Ninth Cause of Action:

- 2 a. For Civil penalties as provided for in the Labor Code for each enumerated
3 violation in an amount to be proven at trial;
- 4 b. For those Labor Code sections, the violation of which there is no civil penalty
5 provided, the default penalty provided in Labor Code section 2699(f): for any
6 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
7 period; For any subsequent violation, two hundred dollars (\$200) for each
8 aggrieved employee per pay period;
- 9 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 10 d. For any other remedies as allowed by law and/or deemed appropriate by the
11 Court;
- 12 9. For such other and further relief as this Court may deem just and proper,
13 including, but not limited to:
- 14 a. Wages as proved at trial;
- 15 b. Injunctive and Declaratory relief;
- 16 c. Attorney's fees and costs as provided for by law; and
- 17 d. Interest.

18
19 Dated: June 5, 2023

Shimoda & Rodriguez Law, PC

20
21 By: Brittany Berzin
22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff
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27
28

1 *Tanksley v. Hisham Soliman M.D., Inc.*
2 *Sacramento County Superior Court of California 34-2023-00335509*

3 **PROOF OF SERVICE — CCP §§ 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 June 21, 2023, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Tim Del Castillo (SBN 277296) 11 Lisa L. Bradner (SBN 197952) 12 Daniel Richardson (SBN 289327) 13 Castle Law: California Employment Counsel, PC 14 2999 Douglas Blvd., Suite 180 15 Roseville, CA 95661 16 Phone: 916-587-9106 Email: tdc@castleemploymentlaw.com lb@castleemploymentlaw.com dr@castleemploymentlaw.com rb@castleemploymentlaw.com	
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17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the date set forth
21 above, I served the aforementioned document(s) on the parties in said action
22 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.

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

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

26 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
27 personally delivered via the following overnight courier service: _____
28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on June 21, 2023, at Salt Lake City, Utah.

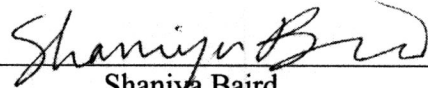
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Exhibit C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

June 2, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Tanksley v. Hisham Soliman MD Inc.*

Dear Labor Commissioner,

Our office previously filed a notice with the Labor and Workforce Development Agency on behalf of Ruth Tanksley (“Plaintiff”) on March 1, 2023. In this letter we seek to amend our prior notice to identify an additional provision of the Labor Code Plaintiff alleges was violated based on the previously submitted facts. Accordingly, we are providing the following “employers” notice pursuant to California Labor Code section 2699.3:

Hisham Soliman M.D., Inc.
510 Plaza Drive #170
Folsom, CA 95630

Hisham Soliman
510 Plaza Drive #170
Folsom, CA 95630

Abeer Soliman
510 Plaza Drive #170
Folsom, CA 95630

We are setting forth the “facts and theories” to support each of the counts found within this notice. Please notify us of your intent to investigate any or all of the claims alleged herein against Hisham Soliman M.D., Inc., Hisham Soliman and Abeer Soliman (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who have, or continue to, work for Defendants in California from one year prior to the date of this letter to the present. Plaintiff is permitted to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Hisham Soliman M.D., Inc. does business as Advanced Psychiatry Associates and provides psychiatric services remotely to its patients. Plaintiff worked for Defendants from approximately May 2022 to January 12, 2023, as a non-exempt employee. Plaintiff and Aggrieved Employees typically were scheduled to work shifts from about 9 a.m. to 6 p.m. However, Abeer Soliman instructed Plaintiff and Aggrieved Employees that if they were not finished with their assigned tasks at the end of their shift, they were required to clock out at 6 p.m., but continue working until the work was completed. Additionally, Plaintiff and Aggrieved Employees were instructed to send daily reports at 5:50 p.m., but there were often questions about the reports from Mrs. Soliman and the providers that Plaintiff and Aggrieved Employees were required to respond to off-the-clock. These practices resulted in unpaid minimum and overtime wages.

Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods owed to them. Defendants employed Plaintiff and Aggrieved Employees for work for periods of more than five hours without providing them an off-duty meal period of at least 30 minutes. Defendants did not have a policy or practice to provide off-duty meal periods before the end of the fifth hour of work. Plaintiff and Aggrieved Employees regularly began meal periods after their fifth hour of work. Mrs. Soliman was aware of this and modified Plaintiff's and Aggrieved Employees' time records so it would appear meal periods were taken earlier. Plaintiff and Aggrieved Employees regularly received work communications from providers they needed to respond to even during their meal periods. Defendants employed Plaintiff and Aggrieved Employees for periods of more than 3.5 hours without providing them 10-minute rest periods. Due to the amount of work Plaintiff and Aggrieved Employees had they were not always able to take 10-minute breaks. Defendants were aware of this as Plaintiff and Aggrieved Employees would send a message in Teams if they were able to take a break. On occasions Plaintiff and Aggrieved Employees did not receive a break, there would be no message from them in Teams. Defendants did not have any policy to pay premiums for missed meal and rest periods. Defendants did not pay Plaintiff and Aggrieved Employees all missed meal and rest period premiums they were owed.

Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones for work to communicate with providers throughout the day. For example, providers would call or text Plaintiff and Aggrieved Employees about patient follow up, medications, or patients that didn't make their appointments, among other things. Plaintiff and Aggrieved Employees were instructed to give the providers their cellphone numbers. Patients were scheduled approximately every 20-40 minutes, so providers were in contact communication with Plaintiff and Aggrieved Employees throughout the day. Defendants also required Plaintiff and Aggrieved Employees to use their cellphones to record their hours worked. The timekeeping system would send Plaintiff and Aggrieved Employees a code via text message they were required to use to clock in or out.



Defendants did not have any policy to reimburse Plaintiff and Aggrieved Employees for the use of their personal cellphones for work. As such, no amount for reimbursement was ever paid. Defendants also required Plaintiff and Aggrieved Employees to drive their personal vehicles for work to deliver supplies to other office locations. Defendants did not have any policy to reimburse Plaintiff and Aggrieved Employees for mileage incurred. As such, no amount of reimbursement was ever paid.

Defendants paid bonuses to Aggrieved Employees of \$50 for each review they were named in on Yelp or Google. However, Defendants did not incorporate the value of the bonuses into Aggrieved Employees' regular rates of pay for the purpose of paying overtime and paid sick time.

Defendants did not provide all Covid-19 supplemental paid sick leave owed to Aggrieved Employees. Defendants erroneously failed to provide supplemental paid leave to Aggrieved Employees who worked for Defendants less than 6 months at the time they became eligible to use the leave.

Due to the practices and policies outline above, Defendants did not provide Plaintiff and Aggrieved Employees with accurate wage statements. For example, the wage statements did not include accurate gross and net wages earned, total hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, including but not limited to rates and corresponding hours for minimum and overtime wages, paid sick time, and meal and rest period premiums.

At the time of Plaintiff's and Aggrieved Employees' termination or separation they had wages owed to them, including minimum wages, overtime wages, paid sick time, and meal and rest period premiums. To date, these wages remain unpaid.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week



and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of 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. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

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Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (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 only 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 (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” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, paid sick time, and meal and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Hisham Soliman and Abeer Soliman are officers, directors, shareholders, and/or managing agents of Hisham Soliman M.D., Inc. responsible for the violations stated herein as they were 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. This is against the law.



Count Eight – Violation of Labor Code §§ 226.3, 1174, 1198 and Wage Order No. 4, § 7 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Labor Code section 1198 provides the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The records requirement in Wage Order No. 4, § 7 is a "standard condition of labor fixed by the commission." *See* Cal. Labor Code § 1198. It provides, "Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including ... time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... Total hours worked during the payroll period and applicable rates of pay..." *See* Wage Order No. 4, § 7. Defendants failed to keep accurate records in compliance with Wage Order No. 4, § 7 and Labor Code § 1198. This was against the law.

Count Nine – Violation of Labor Code §§ 246, 246.5, 248.5, 248.6 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. Labor Code section 248.6



mandates that employers provide eligible employees with Covid-19 supplemental paid sick leave. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Ten – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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.” Defendants failed to pay any reimbursements for personal cellphone use and personal vehicle use by Plaintiff and Aggrieved Employees. This was in violation of the law.

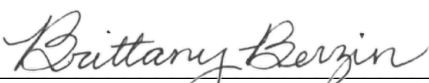
Count Eleven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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.” Defendants failed to pay any reimbursements for use of personal cellphones by Plaintiff and Aggrieved Employees. This was in violation of the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Brittany V. Berzin

BVB:sb
cc: Client via e-mail

Exhibit D

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RUTH TANKSLEY

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

RUTH TANKSLEY, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2023-00335509

CLASS ACTION

**DECLARATION OF SEAN HARTRANFT IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

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I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 15 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the

1 security of client or class member information. To guarantee the security of the settlement administration
2 process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as
3 required by legal standards and best practices in the legal profession.

4 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
5 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
6 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
7 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
8 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
9 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
10 USPS mail.

11 7. The administration fees for Apex Class Action's management of this settlement are
12 estimated at \$6,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
13 the specific administration services that will be provided.

14
15 I declare under penalty of perjury under the laws of the state of California that the foregoing is
16 true and correct. Executed this 5th day of January 2024, in Irvine, California.

17
18
19 
Sean Hartranft

EXHIBIT A



CASE TYPES

- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FLSA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Consumer
- Product Liability

SUMMARY

Apex Class Action is a team of experienced professionals with a strong understanding of the legal processes and procedures surrounding the settlement of class action lawsuits. As an organization, we possess excellent communication and organizational skills that are combined with innovative technology to efficiently manage complex projects and timelines.

From pre-settlement consultation to final disbursement, our technology platform and data security management measures are centered around integration, automation, and observability to ensure that class members are quickly and accurately paid.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation is used to create a framework for ensuring that all parties understand the project's scope, timeline, and budget. After establishing objectives and expectations between the plaintiff and defense counsel, our team will explore any additional opportunities to identify potential class members. Going as far as providing a detailed interactive banner ad campaign and print media options to achieve maximum reach.

CASE MANAGEMENT

Our expert Data Managers and Senior Case Executives oversee the administration of all class action lawsuits, ensuring compliance with court orders, settlement agreements, and industry standards. We work closely with the plaintiff and defense counsel to manage the settlement process, including the funding and distribution of settlement funds to eligible class members.

Our mailing and notification services start with data scrubbing and creation of a class database to ensure the correct contact information of all class members. Furthermore, the class data base will then be validated using the USPS National Change of Address (NCOA) database. Court certified translation with over 65 languages are available.. If mail is returned as undeliverable, all notices will be re-mailed after obtaining an updated address through skip tracing the class members' contact information.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our ability to offer cost-effective pricing is based on our expertise in utilizing cutting-edge technology, highly skilled professionals, and an optimized process. If the courts approve the use of the latest electronic notification methods, such as email and banner ads, this solution will provide both certainty and cost-effectiveness. By utilizing electronic disbursement, we can offer a highly efficient strategy where settlement awards are delivered directly to class members without the potential drawbacks associated with traditional mail delivery.

TAX COMPLIANCE & CASE RESOLUTION

Apex's proprietary technology to manage the qualified settlement fund (QSF) administration allows us to efficiently handle the process from procurement of an FDIC-insured bank account all the way to preparing and filing 1120-SF tax returns. Our full suite of QSF services includes:

- Preparing Documents
- Opening FID-Insured Bank Account
- Timely Reporting of QSF Balance
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations
- Obtaining QSF Tax ID
- Treasury Management
- QSF Audit Reports

CONTACT

Address
PO Box 54668
Irvine, CA 92619

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Brittany Berzin
Shimoda & Rodriguez Law, PC
bberzin@shimodalaw.com
833.201.0213

Case Name:

Tanksley v. Hisham Soliman M.D. Inc.

Date:

Tuesday, November 14, 2023

RFP Number:

02130009

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	247
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	247	\$370.50
USPS First Class Postage	Per Piece	\$0.66	247	\$163.02
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	49	\$106.21
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$43.64	1	\$43.64
Sub Total:				\$1,028.37

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$45.00	1	\$45.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$545.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	247	\$370.50
USPS First Class Postage	Per Piece	\$0.66	247	\$163.02
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	25	\$53.11
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$3,416.63

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$6,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services.** It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex.** It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request.** Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement.** All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions.** No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit E

Shimoda & Rodriguez Law, PC Costs - Tanksley v. Hisham Soliman, M.D., Inc.

Date	Description	Amount
3/2/23	Payment to LWDA - PAGA Filing Fee	\$75.00
3/7/23	One Legal Fee - Filing Complaint	\$121.09
3/7/23	Court Fee - Filing Complaint	\$435.00
3/7/23	Court Fee - Complex Fee	\$1,000.00
3/10/23	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
3/17/23	One Legal Fee - Peremptory Challenge Filing	\$61.26
3/22/23	Priority Mail - Notice & Acknowledgement to OC	\$7.60
6/2/23	Certified Mail - Amended PAGA Ltr to Employers	\$25.02
6/5/23	Mediation Fee	\$3,675.00
6/7/23	One Legal Fee - Stip and Order re Amending Complaint	\$79.35
6/7/23	Court Fee - Stip and Order re Amending Complaint	\$20.00
6/27/23	One Legal Fee - Filing Amended Complaint	\$78.76
8/9/23	One Legal Fee - Stip and Order re Mediation	\$83.95
8/9/23	Court Fee - Stip and Order re Mediation	\$20.00
10/30/23	One Legal Fee - Case Management Conference Statement Filing	\$83.39
11/13/23	Mediation - Meal	\$9.40
Anticipated	One Legal Fee - Preliminary Approval Motion Filing	\$300.00
Anticipated	Court Fee - Preliminary Approval Motion	\$60.00
Anticipated	One Legal Fee - Case Management Conference Statement Filing	\$83.95
Anticipated	One Legal Fee - Final Approval Motion Filing	\$300.00
Anticipated	Court Fee - Final Approval Motion	\$60.00
Anticipated	One Legal Fee - Compliance Declaration Filing	\$83.95
TOTAL:		\$7,162.72

Exhibit F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019, up to [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class and Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Ruth Tanksley ("Plaintiff" or "Class Representative") and Defendants Hisham Soliman M.D. Inc., Hisham Soliman and Abeer Soliman ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 2, 2023, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2023-00335509. The Class Period is from March 2, 2019 up to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay Plaintiff and similarly situated employees for all hours worked, including time spent outside of their scheduled shifts; 2) failing to authorize and permit all meal and rest periods; 3) failing to reimburse employees for the use of personal cellphones; 4) failing to pay Covid-19 supplemental paid sick leave to employees who had been employed less than six (6) months; and 5) failing to incorporate the value of bonuses into employees' regular rates of pay. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all non-exempt employees who have, or continue

to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019 up to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. from March 1, 2022 up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Ninety-Two Thousand Five Hundred Dollars and No Cents (\$292,500) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$10,000, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from March 1, 2022, up to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants’ records. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants’

records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your

objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509) (e) be signed; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendants at the addresses identified in Section VI of this notice.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 27, 720 9th Street, Sacramento, California 9514 on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom link: <https://saccourt-ca.gov.zoomgov.com/join/join/sscdept27>. To join by phone: (833) 568-8864 / ID: 16120204632. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. If final approval is granted, a notice of entry of order and copy of the order will be available on the Court's Public Case Access website: <https://services.saccourt.ca.gov/PublicCaseAccess/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Timothy B. Del Castillo
Lisa L. Bradner
Daniel E. Richardson
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: 916-245-0122
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit G

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
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Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RUTH TANKSLEY

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

CLASS ACTION

**DECLARATION OF BRITTANY V. BERZIN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

1 I, Brittany V. Berzin, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Ruth Tanksley ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff's
5 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff's contention
9 that Defendant Hisham Soliman M.D. Inc. ("Defendant") failed to pay overtime wages, failed to pay
10 minimum wages, failed to provide meal and rest period or premiums in lieu thereof, failed to provide
11 accurate wage statements, failed to timely pay final wages, failed to reimburse expenses, failed to
12 maintain accurate records, and failed to provide paid sick leave. Plaintiff also alleged liability for civil
13 penalties under the Private Attorneys General Act ("PAGA"). These claims were based allegations that
14 Defendants violated California law by 1) failing to pay Plaintiff and similarly situated employees for all
15 hours worked, including time spent outside of their scheduled shifts; 2) failing to authorize and permit
16 all meal and rest periods; 3) failing to reimburse employees for the use of personal cellphones; 4)
17 failing to pay Covid-19 supplemental paid sick leave to employees who had been employed less than
18 six (6) months; and 5) failing to incorporate the value of bonuses into employees' regular rates of pay.
19 The PAGA, waiting time penalty, wage statement, and unfair competition claims also derive from these
20 violations.

21 3. Plaintiff is the only named representative in this matter. From our initial investigations
22 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
23 class action. We filed the action on or about March 2, 2023. Plaintiff exhausted administrative
24 remedies through the Labor and Workforce Development Agency ("LWDA") prior to amending the
25 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on March 1, 2023, setting
26 forth the facts and theories of liability. Plaintiff later filed an amended notice to identify an additional
27 provision of the Labor Code Plaintiff alleged was violated based on the same facts already alleged in
28 her initial notice. A true and correct copy of the operative notice filed with the LWDA is being filed

1 with this Motion as Exhibit C. Copies of the notices were also sent to Defendant via certified mail and
2 the \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA
3 regarding its intent to investigate the claims alleged in Plaintiff's notices for more than 65 days. As
4 such, Plaintiff became authorized to commence a civil action under the PAGA and filed a First
5 Amended Complaint on June 22, 2023. A true and correct copy of Plaintiff's operative Complaint is
6 filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA on March 2,
7 2023, after we received an endorsed copy back from Court.

8 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

9 5. Defendant is represented in this matter by Castle Law: California Employment Counsel,
10 PC. From the beginning, Defendant has contested the merits of this case, the suitability of the case for
11 class action or representative treatment, the manageability of the case at trial, and Plaintiff's ability to
12 prove a violation in each pay period for each employee among other defenses and contentions they
13 made challenging the propriety of this action. Defendant further contended, even assuming there was a
14 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
15 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
16 with California Labor Code obligations by Defendants. Notwithstanding its agreement to settle this
17 matter, Defendant believes the practices Plaintiff is contending are unlawful either do not exist or, to
18 the extent they do exist, fully comply with all state and federal employment laws with respect to
19 Plaintiff and Class Members. For instance, Defendant contends that Class Members had alternative
20 means to communicate available to them other than their personal cellphones, that it had legally
21 compliant meal and rest period policies, provided Class Members with an opportunity to take meal and
22 rest periods, communicated to Class Members that they should take their meal and rest periods.
23 Defendant also contends its records reflect legally compliant meal periods for Class Members and that
24 Defendant paid Class Members for all hours worked reflected on their time records and that to the
25 extent Class Members performed any work off-the-clock it was unknown to Defendant that such work
26 was performed or not included as hours worked by Class Members. Defendant has also contended that
27 this matter is not appropriate for class certification outside of this proposed class settlement.

28 //

1 6. Based on the expected testimony from Plaintiff and Class Members, a review of
2 Defendant's policies and procedures and other documents relating to the alleged claims, information on
3 the number of Class Members, Class Members' dates of employment, and a representative sample of
4 Class Members' payroll data, the scope of the potential damages to Plaintiff and Class Members in light
5 of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that
6 have taken place, I believe that the proposed settlement is in the best interest of the class. The length
7 and risks of trial and other normal perils of litigation that impact the value of the claims were also
8 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of
9 potential class certification issues as well as the uncertainty of class certification, the difficulties of
10 complex litigation, and the lengthy process of establishing specific damages and various possible delays
11 and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the
12 PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on
13 proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages
14 at separation, which would eliminate the value of the waiting time penalty claim entirely. Overall, I
15 believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with
16 litigation and potentially obtain zero funds to the class due to legal or factual issues in the case.

17 7. My office, including the partners Galen T. Shimoda and Justin P. Rodriguez, our
18 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
19 and potential damages for such claims. The parties engaged in informal discovery and exchange of
20 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
21 data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims.
22 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
23 damages, the scope and configuration of Class Members, the content and implementation of the wage
24 and hour policies at issue, and issues relating to manageability concerns at trial. From this production
25 we were able to determine information critical to a reliable damages analysis such as the average hourly
26 rate, average daily hours worked, average number of workweeks and pay periods that had potential
27 violations based on the asserted claims, the frequency with which violations occurred in a given week
28 and/or pay period, and the number of former employees. This information allowed my office to assess

1 both liability and damages and create an accurate damages model. Plaintiff assisted in all aspects of this
2 litigation including providing factual information relating to Plaintiff's and Class Members' employment
3 conditions, providing a substantial number of documents, and answering questions regarding
4 Defendants' factual contentions in this matter. This was important because it directly related to our
5 ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

6 8. Throughout this litigation our office had numerous communications with Defendants'
7 Counsel discussing our respective positions. The parties engaged in mediation on November 13, 2023
8 using an experienced mediator, Russ J. Wunderli. It was only after approximately eight months of
9 extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred
10 after a full-day mediation. The negotiations were at all times contentious and adversarial, though still
11 professional in nature.

12 9. The following represents the potential maximum recovery for each of Plaintiff's claims
13 based on my office's analysis of Defendant's relevant policies and the data produced by Defendant,
14 including a sample of time and payroll records for Class Members. At the time of mediation there were
15 7,540 workweeks in the Class Period and 534 PAGA pay periods. The average rate of pay was \$18.35
16 We also interviewed several putative class members, covering their work experiences in relation to the
17 asserted claims and utilizing that information in conducting a merits and damages analysis:

- 18 • Minimum Wages: This claim is based on allegations that Defendant communicated with
19 Class Members outside of their scheduled work hours and failed to pay Class Members
20 for their additional time worked. At the time of mediation, the maximum possible
21 damages for this claim based on information from interviews with Class Members and
22 Defendant's records was \$98,020.00. This amount was calculated based on an estimate
23 of one (1) unpaid hour per week at minimum wage rate. This amount does not take into
24 account any potential risks with respect to Plaintiff proving the merits or damages.
25 Defendant had a written policy that employees should record all of their hours worked.
26 In addition, Defendant contends that to the extent employees worked off-the-clock or
27 did not record all of their hours worked Defendant did not have knowledge of it and
28 believed that employees were recording their true end times if they worked past the end

1 of their scheduled shifts. Defendant also points to instances in its records where
2 employees worked longer than their scheduled hours and were compensated for that
3 time. In order to be liable for off-the-clock work, an employer must know or have
4 reason to know it was occurring. *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004,
5 1051 (2012). A good faith dispute would eliminate liability for liquidated damages for
6 unpaid minimum wages. *See* Cal. Lab. Code § 1194.2(b). Taking these factors into
7 account, a more realistic range of recovery for this claim is \$0 to \$49,010 (reduced by
8 50% to account for potential risk).

- 9 • Overtime Wages: The basis for this claim is the same as Plaintiff's minimum wage
10 claim. At the time of mediation, the maximum possible damages for this claim based on
11 information from interviews with Class Members and Defendant's records was
12 \$207,538.50. This amount was calculated based on an estimate of one (1) unpaid hour
13 per week at 1.5x the average hourly rate of pay. This amount does not take into account
14 any potential risks with respect to Plaintiff proving the merits or damages. Defendant's
15 contentions and potential risk with respect to this claim are the same as the risks
16 identified above for Plaintiff's minimum wage claim. Taking these factors into account,
17 a more realistic range of recovery for this claim is \$0 to \$103,769.25 (reduced by 50% to
18 account for potential risk).
- 19 • Meal Periods: This claim is based on allegations that due to work demands Class
20 Members were unable to begin their meal periods before the end of their fifth hour of
21 work or were unable to take a meal period. At the time of mediation, the maximum
22 possible damages for this claim based on information from interviews with Class
23 Members and Defendant's records was \$55,343.60. This amount was calculated based
24 on an average of five meal periods being available to Class Members each week an 8%
25 violation rate based on Defendant's time records. This amount does not take into
26 account any potential risks with respect to Plaintiff proving the merits or damages.
27 Defendant had a written policy that employees were entitled to meal periods and
28 Defendant contends it communicated this policy to Class Members and informed them

1 that they should take legally compliant meal periods. Defendant contends that it
2 provided Class Members with an opportunity to take meal periods and that to the extent
3 they were not taken or were taken late it was due to employee choice. Taking these
4 factors into account, a more realistic range of recovery for this claim is \$0 to
5 \$55,343.60.

- 6 • Rest Periods: This claim is based on allegations that due to work demands Class
7 Members were unable to take all rest periods. At the time of mediation, the maximum
8 possible damages for this claim based on information from interviews with Class
9 Members and Defendant's records was estimated to be \$55,343.60. This amount was
10 calculated based on an average of five shifts worked per week by Class Members where
11 they were entitled to rest periods. An 8% violation rate was used for this calculation
12 because it can be reasonably assumed that on days where Class Members were unable to
13 take legally compliant meal periods, work demands also prevented them from taking all
14 rest periods. This amount does not take into account any potential risks with respect to
15 Plaintiff proving the merits or damages. Defendant had a written policy that employees
16 were entitled to rest periods and Defendant contends it communicated this policy to
17 Class Members and informed them that they should take legally compliant rest periods.
18 Defendant contends that it provided Class Members with an opportunity to take rest
19 periods and that to the extent they were not taken it was due to employee choice. Taking
20 these factors into account, a more realistic range of recovery for this claim is \$0 to
21 \$55,343.60.

- 22 • Sick Time: This claim is based on allegations that Class Members who worked less than
23 six (6) months were not provided with Covid-19 supplemental paid sick time. At the
24 time of mediation, the maximum possible damages for this claim based on information
25 from interviews with Class Members and Defendant's records was estimated to be
26 \$11,010. This amount does not take into account any potential risks with respect to
27 Plaintiff proving the merits or damages. This amount was calculated for 75 Class
28 Members who had worked less than 6 months and based on an estimate that each Class

Member was owed approximately 8 hours of paid sick time. Defendant contends that it did not deny employees the use of paid sick time and that Plaintiff would not be able to prove typicality to certify this claim. Taking these factors into account, a more realistic range of recovery for this claim is \$0 to \$11,010.

- Wage Statement: This claim is derivative of the claims above and therefore carries the same risks. At the time of mediation, the maximum possible damages for this claim based on information from Class Members and Defendant's data was \$26,700. This amount was calculated using a \$50 initial violation rate for the 534 pay periods in the claim period. This amount does not take into account any potential risks with respect to Plaintiff proving the merits or damages. The same risks identified above are applicable to this claim because it is derivative. In addition, Labor Code section 226 requires a knowing and intentional violation and Defendant contends that to the extent the wage statements it issued to Class Members were incorrect it was not intentional. Taking these factors into account, a more realistic range of recovery for this claim is \$0 to \$26,700.
- Waiting Time: This claim is derivative of the failure to pay minimum wages, failure to pay overtime, and failure to provide meal and rest periods. Thus, the same risks identified above apply to this claim. At the time of mediation, the maximum possible damages for this claim based on the data and information provided by Class Members was \$931,776. This amount was calculated based on information from Defendant that there were 217 former employees. It was assumed that each employee had some amount of wages owing to him or her and the penalty was calculated using a full 30 days. This amount does not take into account any potential risks with respect to Plaintiff proving the merits or damages. Labor Code section 203 requires that the failure to pay wages be willful in order for a waiting time penalty to be appropriate. Defendant contends that it cannot be liable for waiting time penalties because it did not have knowledge of the alleged violations and has a good faith defense. Moreover, there is substantial risk that Defendant's policies and records would provide it with a good faith affirmative defense,

1 which would eliminate the value of this claim entirely. *See Diaz v. Grill Concepts*
2 *Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Taking these factors into account, it is
3 possible this claim would be eliminated entirely.

- 4 • Reimbursement: This claim is based on allegations that Class Members were required
5 to use their personal cellphones for work and drive their personal vehicles without being
6 reimbursed. At the time of mediation, the maximum possible damages for this claim
7 based on information from interviews with Class Members and Defendant's records was
8 estimated to be \$96,723.12. Unpaid cellphone reimbursement was calculated based on
9 an estimate that Class Members were owed \$12.50 per week. Unpaid mileage was
10 calculated based on an estimate that Class Members were owed reimbursement for 5
11 miles per week in about 10% of weeks worked. This amount does not take into account
12 any potential risks with respect to Plaintiff proving the merits or damages. Defendant
13 contends that Class Members could have communicated using e-mail on their work
14 computers or using work phones at the office locations where they worked. Plaintiff
15 contends that Defendant initiated work communications with Class Members on their
16 cellphones and therefore using their cellphones was a necessary expenditure. Taking
17 these factors into account, a more realistic range of recovery for this claim is \$77,378.50
18 (reduced by 20% for potential risk).
- 19 • PAGA: This claim is derivative of the Labor Code violations identified above and would
20 be subject to all the same risks as the underlying claims it is based on. Additionally,
21 based on our research, we did not find any prior Labor Commissioner or court decisions
22 that stated Defendant's practices and/or policies were improper. As such, a "subsequent
23 violation" may not be found for penalty calculation purposes, and the exposure analysis
24 here is based on an "initial violation" valuation being adopted by any fact finder if this
25 matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
26 1209 (2008). Based on Class Members' payroll data, the maximum total exposure for
27 this claim is \$604,679.10. This amount does not take into account any of the risks in
28 proving the merits of the underlying claims that the PAGA damages are based on. In

1 addition to the risks on the merits and disputes regarding the proper valuation of the
2 penalty amounts, I believe the Court may exercise its discretion to reduce PAGA
3 penalties in this case because a majority of the civil penalties sought would be in
4 addition to amounts owed for substantive violations, some of the violations are due to
5 technical non-compliance with the Labor Code, such as derivative wage statement
6 violations, and Defendant produced legally compliant policies among other documents,
7 that a Court may find demonstrates a good faith attempt at compliance. Courts are
8 statutorily authorized to use discretion to reduce penalties and the range of discretion
9 used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203
10 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S.
11 DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Thus, even if using the
12 maximum values possible and setting aside risks of proving the claims on the merits, the
13 total exposure may be cut to approximately \$108,842.24 (82% reduction) to
14 \$423,275.37 (30%) or lower. It is important to note that this discretionary reduction is
15 completely separate and in addition to any risks on the merits. Given the substantial
16 risks associated with the claims, we believe the amount that might ultimately be awarded
17 under this claim would be significantly lower than our maximum exposure calculation.
18 Allocating \$10,000 to the PAGA claims in this case is appropriate, especially in light of
19 amounts that Courts have approved as reasonable valuations in other cases. *See*
20 *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to
21 the resolution of PAGA claims based on their being disputed and being part of a class
22 settlement which was evaluated based on the terms of the agreement overall);
23 *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022)
24 (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v.*
25 *Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving
26 settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery);
27 *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving
28 \$10,00 PAGA settlement allocation where total PAGA penalty exposure was

1 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc 'ns*
2 *California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily
3 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
4 *LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA
5 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
6 *Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000
7 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
8 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in
9 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9
10 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*
11 *M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving
12 \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was
13 calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon*
14 *Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving
15 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
16 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from
17 \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645,
18 at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA
19 out of \$6.9 million common-fund settlement).

20 10. In summary, Plaintiff's gross recovery of \$292,500 under the Agreement equals
21 approximately 13.5% of the maximum likely value of the claims in this matter and 36.5% of the more
22 realistic range of recovery. After deducting from the Gross Settlement Amount the proposed
23 allocations for attorneys' fees and costs, any Enhancement Payment to the Class Representative,
24 Settlement Administrator Costs, and the PAGA Payment to the LWDA, the net recovery under the
25 Agreement, \$150,125, represents approximately 6.9% of the maximum likely value of the claims in this
26 matter. The net recovery also represents 18.7% of the more realistic range of recovery. The average
27 net award is approximately \$670.20. I believe the Agreement represents a reasonable compromise of
28 claims based on the legal and factual disputes in this case. The ability to secure a guaranteed settlement

1 now and ensure Class Members receive some compensation, rather than proceed to further litigation
2 and potentially recover nothing, was a motivating factor in reaching this Agreement.

3 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
4 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
5 settlement or judgment should we recover a monetary amount. We took a risk that we would not
6 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
7 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
8 make sure employees are able to find affordable representation in order to ensure that employers are
9 complying with all their legal obligations towards employees and paying employees all their hard-
10 earned wages.

11 12. I am a Senior Associate at Shimoda & Rodriguez Law, PC. Our law firm is a boutique
12 law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
13 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. I
14 received my J.D. from the University of the Pacific McGeorge School of Law. I joined Shimoda &
15 Rodriguez Law, PC as a law clerk in February 2015 where I gained civil litigation experience working
16 on individual, class action and PAGA employment cases throughout law school. I also participated in
17 an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal
18 consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour,
19 discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation,
20 and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and
21 providing representation in wage claims before the California Labor Commissioner. From 2016-2017,
22 I completed an externship at the Federal Public Defenders Office as a Certified Law Student where I
23 obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented
24 clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and
25 defended a client against five misdemeanor charges in a jury trial in the United States District Court for
26 The Eastern District of California. I was also a member of the nationally recognized McGeorge Mock
27 Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law
28 school. In May 2017, I graduated from the University of the Pacific, McGeorge School of Law with

Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of my class. I received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. From 2020 to present, I have been recognized as a Super Lawyer (Rising Star). I have been a member of the executive committee of the Sacramento County Bar Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in 2021. I have over seven years of experience working on civil litigation and employment law matters. Most of that experience has been specific to analyzing and litigating wage and hour claims. As an associate, I have worked on a variety of individual, class action, and PAGA cases involving wage and hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor misclassification, and salaried misclassifications. Some of the class action and/or PAGA cases I am litigating and/or have litigated as lead or co-counsel include the following:

- *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin Sup. Ct.);
- *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D. Cal.);
- *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- *Ferreya v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);

- *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.);
- *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup. Ct.);
- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);

- *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

13. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

14. The partner, Justin P. Rodriguez, Esq. also worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Rodriguez attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. He was one of only two recipients of this award out of the entire Philosophy Department. After U.C. Davis, Mr. Rodriguez attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. He graduated in the top 20% of his class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of his include receiving a Witkin Award (top grade) in his legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. Mr. Rodriguez was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

15. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and became a partner in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, he has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). Mr. Rodriguez has been a panel speaker and presented a number of seminars covering issues wage and hour

litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). Mr. Rodriguez was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. Mr. Rodriguez has also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. His practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. He is actively involved in most of the complex litigation handled by our firm. Class and/or PAGA actions he has litigated or is currently litigating include, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);

- 1 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
- 2 00271174 (Sac. Sup. Ct.);
- 3 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 4 Ct.);
- 5 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 6 Ct.);
- 7 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 8 Sup. Ct.);
- 9 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 10 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 11 Ct.);
- 12 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 13 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 14 00209613 (Sac. Sup. Ct.);
- 15 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 16 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 17 00222101 (Sac. Sup. Ct.);
- 18 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 19 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 20 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 21 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 22 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 23 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 24 Ct.);
- 25 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 26 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 27 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 28 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);

- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 34-2019-00263185 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

1 16. The preceding list of cases does not include those where, for a variety of reasons, the
2 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
3 of the case.

4 17. The partner, Galen T. Shimoda, Esq. also assisted with this case. Mr. Shimoda
5 graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in
6 Asian Studies, with a minor in Japanese language. He then attended and graduated from the University
7 of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from
8 McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor
9 Society. Since graduating from McGeorge, he has authored a number of employment law articles for
10 journals and regularly publishes articles on our firm's website.

11 18. He has been a regular panel speaker for the CEB (Continuing Education of the Bar)
12 Employment Review seminars from 2014 to the present. His speaking engagements include the
13 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
14 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
15 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
16 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
17 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
18 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
19 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
20 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
21 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
22 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance
23 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
24 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
25 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
26 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
27 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
28 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);

1 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
2 Venue Roundup (May 17, 2019). He has been AV rated by Martindale Hubbell since 2013, was
3 recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a
4 Super Lawyer from 2014 to present.

5 19. He has practiced law in California since being admitted to the State Bar in 2003,
6 litigating wage and hour class actions and individual wage and hour litigation among other cases. He
7 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP.
8 He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour
9 law. He has litigated several class action cases in California State and Federal Courts, including up to
10 certification, settlement, preliminary and final approval, and disbursement of monies, and has been
11 found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA
12 cases he is litigating and/or has litigated as lead or co-counsel over the past nineteen (19) years include,
13 but are not limited to, the following:

- 14 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 15 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 16 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 17 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 18 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 19 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 20 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 21 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 22 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
23 Sup. Ct.);
- 24 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 25 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
26 Ct.);
- 27 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
28 Ct.);

- 1 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 2 Sup. Ct.);
- 3 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 4 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 5 Ct.);
- 6 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 7 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 8 00209613 (Sac. Sup. Ct.);
- 9 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 10 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 11 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 12 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 13 (San Joaquin Sup. Ct.);
- 14 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 15 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 16 Sup. Ct.);
- 17 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 18 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 19 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 20 Sup. Ct.);
- 21 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 22 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 23 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 24 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 25 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 26 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 27 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 28 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);

- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

20. The preceding list also does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case. In connection with any final approval hearing, I will be seeking attorneys' fees and costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set forth in

1 the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund doctrine as
2 I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35
3 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
4 *Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested amounts
5 will be set forth in the final approval motion, including information for the Court to perform a lodestar
6 cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiff on this case
7 and any further risks and/or burdens incurred as a result of acting as Class Representative, an updated
8 declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration from the
9 Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred.
10 My firm's expected costs through final approval are not expected to exceed \$10,000. Attached as
11 Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion and the
12 expected costs incurred through the final approval and fairness hearing. Any difference in the awarded
13 fees and costs, Class Representative's Enhancement Payment, and Settlement Administrator Costs and
14 the amounts allocated for each under the Agreement will be added back to the Net Settlement Amount
15 and distributed pro rata to Class Members.

16 21. I have used several class action administrator companies in the wage and hour class
17 actions I have resolved in the past and believe Apex Class Action will provide the best service to
18 administer the proposed class settlement. The CEO of Apex Class Action, Sean Hartranft, has worked
19 in the administration industry for a decade and utilizes case managers with considerable experience in
20 the field. Apex Class Action has procedures in place to protect the security of class data as well as
21 insurance. Apex Class Action has provided a quote for the estimated maximum cost of administering
22 the class settlement of approximately \$6,990. A true and correct copy of a cost estimate provided by
23 Apex Class Action along with information about their data procedures and insurance is filed with this
24 Motion as Exhibit D. This is only an estimate, and final pricing may vary depending on the issues, if
25 any, that arise during the administration of the settlement. However, the difference between the actual,
26 lesser costs and \$10,000, if any, will be paid to the Participating Class Members on a pro rata basis.

27 22. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
28 at the same time the Motion was submitted to the Court pursuant to California Labor Code section

1 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
2 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
3 Exhibit G.

4 23. A true and correct copy of the proposed Notice of Settlement is being filed with this
5 Motion as Exhibit F.

6 24. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and
7 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement
8 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

9 25. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
10 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
11 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
12 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
13 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
14 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
15 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
16 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
17 Superior Court.

18 26. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
19 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
20 their current or former employment. This assistance regularly includes, but is not limited to, free legal
21 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
22 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
23 forms, and direct representation in administrative hearings, including administrative hearings in front of
24 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
25 who provide assistance, along with experienced employment law attorney volunteers. These services
26 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
27 and continuing through today under CPB.

1 27. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
2 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
3 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
4 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
5 workers and advises them as to the available legal remedies. In addition to individual counseling on
6 employment issues, the CFWR educates workers, unions, and community members about workplace
7 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

8 28. The CFWR provides limited representation for low-wage workers in wage claims before
9 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
10 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
11 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
12 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
13 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
14 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
15 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
16 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
17 respect to those wage claims.

18 29. I believe the services provided by CPB and the CFWR promote the law consistent with
19 the objective of wage and hour class actions in general and in this case specifically.

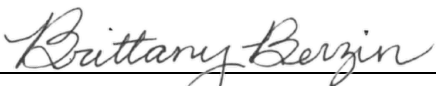
20 30. I have spoken with every other attorney at my firm to determine whether they have any
21 relationship with either of the proposed *cy pres* beneficiaries.

22 31. I have never done any work, volunteer or otherwise with Capital Pro Bono, Inc. During
23 law school, I was a student volunteer for the CFWR for two summers. Since graduating law school, I
24 have volunteered for the CFWR approximately one to two times per year, assisting in the advice clinic.
25 Recently, I volunteered to be on the Board of Directors and am currently the Chair, which is an unpaid
26 position. As Chair, I am one of seven Board Members, who are all from different law firms and/or local
27 public and private organizations. No compensation or benefits, monetary or otherwise, are provided to
28 any Board Member or organization a Board Member is associated with. The Executive Director of the

CFWR supervises, directs, and controls the day-to-day operations of the CFWR, not myself or the Board of Directors. As Chair, my additional duties include scheduling meetings, drafting meeting agendas and presiding over meetings. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez Law, P.C. Justin Rodriguez has volunteered for both CPB and the CFWR numerous times over the past several years, either directly in the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also volunteer at advice clinics. He has also volunteered by sitting on CPB's advisory committee. Mr. Rodriguez has never received payment or compensation of any kind in connection with any work he's done with the CPB or CFWR. Galen T. Shimoda has volunteered for both organizations on and off over the past several years through either presenting wage and hour seminars to law students who staff the free advice clinics or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with either organization since approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he's done with CPB or CFWR.

32. Neither my firm, myself, Mr. Rodriguez nor Mr. Shimoda have not received any compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 16, 2024 in Elk Grove, California.



Brittany V. Berzin

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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Attorneys for Plaintiff RUTH TANKSLEY

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

CLASS ACTION

**DECLARATION OF RUTH TANKSLEY IN
SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

1 I, Ruth Tanksley , declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Hisham Soliman M.D. Inc. ("Defendant") from approximately
6 May 2022 to January 12, 2023, as a non-exempt employee. During my employment, I was subject to
7 all of Defendant's policies and practices that have been alleged as unlawful in the Complaint, including
8 the following: failure to pay overtime wages, failure to pay minimum wages, meal period violations,
9 rest period violations, wage statement violations, waiting time penalties, failure to reimburse expenses,
10 failure to maintain accurate records, and failure to provide paid sick leave.

11 3. I have actively participated in the litigation of this case for the benefit of all Class
12 Members. My attorneys explained to me the risks and benefits of bringing a class action and a claim
13 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
14 PAGA action meant that it would take substantially longer than pursuing my claims individually,
15 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
16 end, but I believed it was important to make sure that Defendant followed the law for everyone. I
17 understood that I took on the risk, both professionally and financially, in pursuing the case as a class
18 and PAGA action rather than pursuing my claims individually, including the risk of having to pay
19 Defendant's costs if we were unsuccessful in bringing our claims.

20 4. During the course of this litigation, I have given detailed accounts of all the facts related
21 to my employment. I provided my attorneys with extensive documentation that I believe supported the
22 claims brought against Defendant. I met with and assisted my attorneys in understanding these
23 documents and providing context for Defendant's employment policies and payroll process as it
24 applied to me and how I believed it applied to Defendant's other employees. I worked at multiple
25 office locations and knew that Defendant's policies and practices were the same at each location, so I
26 was able to discuss the similarities of the wage and hour policies and practices among all Class
27 Members.

28 //

1 5. The work I performed for this case included an extensive review of documents and
2 payroll practices to show and explain to my attorneys what was happening and why I thought it was
3 unlawful. For example, I provided my attorneys with copies of paystubs and a substantial number of
4 work related text messages that evidenced Defendant's policies and practices and hours I worked. This
5 was important as it pertained to the off-the-clock and reimbursement claims. I reviewed Defendant's
6 timekeeping practices, Defendant's policies regarding paying overtime, meal and rest period policies
7 and practices, paid sick leave policy, and reimbursement policy with my attorneys to give them
8 information regarding alleged unpaid hours worked, why Class Members were unable to take all meal
9 and rest periods, failure to reimburse for work related personal cellphone use, and failure to pay
10 supplemental sick leave to employees who had been employed less than 6 months to help reconstruct
11 the timeline and facts consistent with our allegations. The review became even more detailed when my
12 attorneys asked me questions about the payroll data sample that was produced as part of informal
13 discovery to engage in mediation. I also spent a substantial amount of time identifying and speaking to
14 potential witnesses who could speak to my attorneys to give their own insights and provide
15 declarations. Since the settlement, I have also fielded questions by Class Members about this case and
16 helped to direct them to my attorneys and/or the Settlement Administrator to make sure they
17 understood the settlement terms. Overall, I have spent an enormous amount of time assisting in the
18 prosecution of this case.

19 6. I participated in the negotiations and settlement discussions in this case, including
20 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
21 additional information needed to assist the negotiations, and discussing the potential terms of the
22 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
23 when I needed clarification about various aspects of this case to make sure there were continually steps
24 taken to advance the interests of Class Members.

25 7. Although I have already spent a substantial amount of time on this case and assisting my
26 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
27 granted because Class Members will likely reach out to me about the Settlement and the process for
28 receiving payment.

10. I understand that any Class Representative Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

DocuSigned by:

 30340897A6E3483...

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
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5 Attorneys for Plaintiff RUTH TANKSLEY
6
7

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

10 RUTH TANKSLEY , individually and on
11 behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 HISHAM SOLIMAN M.D. INC., a California
16 Corporation; and DOES 1 to 100, inclusive,

17 Defendants.
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Case No. 34-2023-00335509

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A335509-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on February 9, 2024, at 9:00 a.m., in Department 27
4 before the Honorable Jill H. Talley, presiding. Named Plaintiff Ruth Tanksley (“Plaintiff”) filed this
5 putative class action on March 2, 2023. The operative Complaint alleges that Defendant Hisham
6 Soliman M.D. Inc. (“Defendant”) violated California law by failing to pay overtime wages, failing to
7 pay minimum wages, committing meal and rest period violations, failing to provide accurate wage
8 statements, failing to pay all final wages, failing to reimburse business expenses, and engaging in
9 unfair competition. It is also alleged Defendant is liable for civil penalties under the Private Attorneys
10 General Act (“PAGA”). Plaintiff sought attorneys’ fees and costs as part of this Action. Defendant
11 denied all of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class
12 has been certified.

13 The parties have agreed to settle the class and PAGA claims. Defendant and its individual
14 owners, Hisham Soliman, M.D., Inc. and Abeer Soliman, will provide monetary consideration in
15 exchange for a release of claims consistent with the terms of the proposed settlement as set forth in the
16 Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or
17 “Settlement”). Any capitalized terms herein shall have the same meaning as set forth in the
18 Agreement. The Court, having received and considered Plaintiff’s Motion for Preliminary Approval
19 of Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed
20 Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS
21 AS FOLLOWS:

22 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
23 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All non-exempt employees who have, or continue to, work for Hisham
27 Soliman M.D., Inc. in California from March 2, 2019 up to January 13,
28 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendants caused the violations outlined above by 1) failing to pay Plaintiff and Class
10 Members for hours worked outside of their scheduled shifts; 2) failing to provide Class Members with
11 an opportunity to take all legally compliant meal periods they were entitled to; 3) failing to provide
12 Class Members with an opportunity to take all legally compliant rest periods they were entitled to; 4)
13 failing to reimburse employees for the use of their personal cellphones and vehicles for work; and 5)
14 failing to pay Covid-19 supplemental paid sick leave to employees who had been employed less than six
15 months; and 6) failing to incorporate the value of bonuses paid to Class Members into their regular rates
16 of pay for the purpose of paying overtime and sick time. The PAGA, waiting time penalty, wage
17 statement, and unfair competition claims also derive from these violations. Additionally, Class
18 Members seek the same remedies under state law. The typicality requirement for settlement purposes is
19 also satisfied since the claims of the Class Representative are based on the same facts and legal theories
20 as those applicable to the Class Members.

21 The Court also finds that preliminarily and conditionally certifying the settlement class is
22 required to avoid each Class Member from litigating similar claims individually. This Settlement will
23 achieve economies of scale for Class Members with relatively small individual claims and conserve the
24 resources of the judicial system.

25 The Court finds Plaintiff Ruth Tanksley and Plaintiff's counsel, Galen T. Shimoda
26 Justin P. Rodriguez and Brittany V. Berzin of Shimoda & Rodriguez Law, PC, to be adequate
27 representatives of the settlement class. The Court appoints them as Class Representative and Class
28 Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$292,500 Gross Settlement Amount.

The Court approves of Apex Class Action acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and costs, for an Enhancement Payment to the Class Representative, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal. 2005) ("the absence of objections or disapproval by class members to class counsel's fee request further supports finding the fee request reasonable"). Plaintiff and Class Counsel are directed to

1 provide information in connection with the motion for final approval that will enable the Court to assess
2 the appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested
3 fee percentage, and to quantify the amount of time spent by Plaintiff on this case and any further risks
4 and/or burdens incurred as a result of acting as Class Representative. Class Counsel is also directed to
5 provide an updated declaration and itemization regarding actual litigation costs incurred. The
6 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
7 incurred. The Court will review these amounts and allocations in connection with the final approval
8 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
9 for attorney's fees and costs, for an Enhancement Payment to the Class Representative, and/or
10 Settlement Administrator Costs, the difference between the amounts awarded and the amounts requested
11 shall be added to the Net Settlement Amount for distribution to Participating Class Members pro rata as
12 set forth in the Agreement.

13 The Court approves of the Ten Thousand \$10,000 PAGA Payment, which shall be paid from the
14 Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
15 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
16 Development Agency ("LWDA") and twenty-Five percent (25%) will be paid to Aggrieved Employees
17 on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a
18 recovery that creates an effective, substantial deterrent to any potential future non-compliance,
19 furthering the purpose of the Labor Code and LWDA.

20 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
21 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
22 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
23 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
24 Gross Settlement Amount will revert to Defendant or its owners for any reason.

25 The releases and waivers for Class Members who do not opt out of being bound by the
26 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
27 also approved by the Court as set forth in the Agreement.

28 //

1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, attached to this order as Exhibit 1, fairly
4 and adequately advises Class Members of the terms of the Agreement, the rights being waived, their
5 right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their
6 pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file
7 documentation in opposition to the proposed settlement, and when to appear at the fairness hearing to be
8 conducted on the date set forth below. The Court further finds that the Notice of Settlement and
9 proposed distribution of such notice by first class mail to each identified Class Member at his or her
10 most recent address based on a National Change of Address database search from the Class Members’
11 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
12 as “undeliverable” or “not at this address” comports with all constitutional requirements, including those
13 of due process.

14 The Court also finds that because there is a strong interest in providing Class Members the
15 opportunity to participate in the settlement, along with the Parties’ efforts to minimize any intrusion to
16 privacy rights, the sharing of employment information, including social security numbers, is not a
17 serious intrusion on their privacy rights. Hence, the Court orders Defendant, Hisham Soliman, M.D.,
18 and Abeer Soliman to provide first and last name, last known mailing address, social security number,
19 and hire and termination dates, and the total number of workweeks during which the Class Member
20 performed any actual work to the Settlement Administrator only, and not to Plaintiff or Class Counsel,
21 in order to process this settlement as contemplated within the Agreement and approved by this Order.
22 The Settlement Administrator shall only use this information for the purposes identified in the
23 Agreement and shall keep this information confidential consistent with the terms of the Agreement.

24 **IV. IMPLEMENTATION SCHEDULE**

25 Accordingly, with good cause shown, the Court hereby approves and orders that the following
26 implementation schedule be adhered to:

1	Last day for Defendant, Hisham Soliman, M.D. and Abeer Soliman to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information
5		
6		
7	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
11		
12		
13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
14		
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16		
17	Last day for Defendant, Hisham Soliman M.D. and Abeer Soliman to fund settlement	Within 21 calendar days after the Effective Date
18		
19		
20	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after funding of the settlement
21		
22		
23		
24	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
25		
26		
27	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
28		

1 Last day for Settlement Administrator to provide
2 Parties with compliance declaration

Within 21 calendar days after settlement
check cashing deadline

3
4 **FINAL APPROVAL AND HEARING**

5 The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date
6 of June 21, 2024, at 9:00 a.m., with briefs and supporting documentation to be submitted according to
7 the California Code of Civil Procedure, in this Department. Participating Class Members who object in
8 a timely manner as set forth in the Agreement, may appear and present such objections at the fairness
9 hearing in person or by counsel.

10 If for any reason the Court does not grant final approval of the Agreement, all evidence and
11 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
12 parties to the litigation, including all challenges to personal jurisdiction and to class certification for any
13 purpose other than approving a settlement class. The parties will revert to their respective positions as if
14 no settlement had been reached at all.

15 **IT IS SO ORDERED.**

16 Date: _____

17 By: _____

18 Judge of the Superior Court
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EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

RUTH TANKSLEY, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

HISHAM SOLIMAN M.D. INC., a California Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2023-00335509

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019, up to [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class and Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Ruth Tanksley ("Plaintiff" or "Class Representative") and Defendants Hisham Soliman M.D. Inc., Hisham Soliman and Abeer Soliman ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 2, 2023, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2023-00335509. The Class Period is from March 2, 2019 up to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay Plaintiff and similarly situated employees for all hours worked, including time spent outside of their scheduled shifts; 2) failing to authorize and permit all meal and rest periods; 3) failing to reimburse employees for the use of personal cellphones; 4) failing to pay Covid-19 supplemental paid sick leave to employees who had been employed less than six (6) months; and 5) failing to incorporate the value of bonuses into employees' regular rates of pay. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all non-exempt employees who have, or continue

to, work for Hisham Soliman M.D., Inc. in California from March 2, 2019 up to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Hisham Soliman M.D., Inc. from March 1, 2022 up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Ninety-Two Thousand Five Hundred Dollars and No Cents (\$292,500) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$10,000, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from March 1, 2022, up to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants’ records. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants’

records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your

objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.*, *Tanksley v. Hisham Soliman, M.D., Inc.*, 34-2023-00335509) (e) be signed; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendants at the addresses identified in Section VI of this notice.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 27, 720 9th Street, Sacramento, California 9514 on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom link: <https://saccourt-ca.gov.zoomgov.com/join/joinMeeting?meetingid=16120204632>. To join by phone: (833) 568-8864 / ID: 16120204632. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. If final approval is granted, a notice of entry of order and copy of the order will be available on the Court's Public Case Access website: <https://services.saccourt.ca.gov/PublicCaseAccess/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Timothy B. Del Castillo
Lisa L. Bradner
Daniel E. Richardson
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: 916-245-0122
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff RUTH TANKSLEY
6
7

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

10 RUTH TANKSLEY, individually and on
11 behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 HISHAM SOLIMAN M.D. INC., a California
Corporation; and DOES 1 to 100, inclusive,

16 Defendants.
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Case No. 34-2023-00335509

CLASS ACTION

PROOF OF SERVICE

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 2, 2023

FAC Filed: June 22, 2023

Trial Date: None Set

Tanksley v. Hisham Soliman M.D., Inc.
Sacramento County Superior Court of California 34-2023-00335509

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

I, Shaniya Baird, declare that:

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

On January 16, 2024, I served the following documents on the party below:

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF BRITTANY V. BERZIN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF RUTH TANKSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Tim Del Castillo (SBN 277296) Lisa L. Bradner (SBN 197952) Daniel Richardson (SBN 289327) Castle Law: California Employment Counsel, PC 2999 Douglas Blvd., Suite 180 Roseville, CA 95661 Phone: 916-587-9106 Email: tdc@castleemploymentlaw.com lb@castleemploymentlaw.com dr@castleemploymentlaw.com rb@castleemploymentlaw.com	
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[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set 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

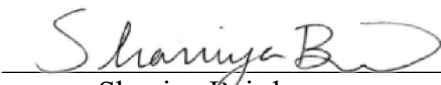
thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

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

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

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

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 January 16, 2024, at Salt Lake City, Utah.



Shaniya Baird