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FILED
Superior Court of California
County of Sacramento
06/24/2024
T. Shaddix, Deputy

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

*Assigned to Jill H. Talley For All Purposes
Department 23*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 21, 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 Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on June 21, 2024, at 9:00 a.m., in Department 23 before the
4 Honorable Jill H. Talley, presiding. Named Plaintiff Ruth Tanksley (“Plaintiff”) filed this putative
5 class action on March 2, 2023. The operative Complaint alleges that Defendant Hisham Soliman M.D.
6 Inc. (“Defendant”) violated California law by failing to pay overtime wages, failing to pay minimum
7 wages, committing meal and rest period violations, failing to provide accurate wage statements, failing
8 to pay all final wages, failing to reimburse business expenses, and engaging in unfair competition. It
9 is also alleged Defendant is liable for civil penalties under the Private Attorneys General Act
10 (“PAGA”). Plaintiff sought attorneys’ fees and costs as part of this Action. Defendant denied all of
11 Plaintiff’s claims and denied that this case was appropriate for class treatment. No class has been
12 certified. The class settlement was preliminarily approved by this Court on March 7, 2024.

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 Final Approval of Class
19 Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of
20 Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
21 FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **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. A Class Member shall not include the three (3) individuals who timely opted out of the
4 class settlement: Rachelle Cisneros, Breanna Hill, and Anita Acharya. These individuals shall not be
5 bound by the Agreement or any of the releases or obligations therein except for the releases and
6 covenants regarding to the PAGA claims as there is no ability to opt out of a PAGA settlement for
7 Aggrieved Employees.

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

25 The Court also finds that certifying the settlement class is required to avoid each Class Member
26 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
27 Members with relatively small individual claims and conserve the resources of the judicial system.
28

1 The Court finds Plaintiff Ruth Tanksley and Plaintiff's counsel, Galen T. Shimoda
2 Justin P. Rodriguez and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
3 representatives of the settlement class. The Court appoints them as Class Representative and Class
4 Counsel, respectively.

5 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

6 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
7 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Agreement falls
8 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
9 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
10 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
11 weigh the potential value of the disputed claims against the risks of continued litigation. The Court also
12 finds the Settlement was agreed upon only after extensive investigation, and arms-length negotiations by
13 counsel experienced in complex litigation, who took reasonable steps and measures to weigh the
14 potential value of the disputed claims against the risks of continued litigation. Class Members were able
15 to object to the Agreement and its terms through the administration process and at a fairness hearing or
16 opt-out of being bound by the preliminarily approved Agreement.

17 No objections were made by Class Members and only three (3) Class members opted out of the
18 settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an
19 extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs.
20 The Court gives final approval to the Agreement and all terms therein as if stated here in full, including
21 the \$292,500 Gross Settlement Amount.

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

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

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

9 Class Counsel sought an award of attorney's fees of \$102,375, attorney's costs of \$6,760.93, an
10 Enhancement Payment to the Class Representative in the amount of \$10,000, and for Settlement
11 Administrator Costs in the amount of \$6,990. Defendant does not oppose these requests. The Notice of
12 Settlement sent to Class Members included information regarding these amounts and that they would be
13 requested in connection with final approval of the Agreement. Class Members have been given the
14 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
15 The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including
16 prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of time
17 expended in litigation for the benefit of Class Members. The Court finds that the rates requested and
18 hours expended are reasonable. The Court has also reviewed the updated itemized costs submitted by
19 Class Counsel, the information provided by the Class Representative regarding the efforts and burdens
20 undertaken for the benefit of the class, and the cost information provided by the Settlement
21 Administrator. The Court finds that these amounts are fair, reasonable, and supported by the evidence
22 submitted by Class Counsel. The requested amounts are approved and awarded as requested, which will
23 be deducted from the Gross Settlement Amount. This finding is further supported by the lack of
24 objections by Class Members to these amounts. The difference between the actual attorneys costs and
25 Settlement Administrator Costs awarded and the originally allocated \$10,000 for each payment will be
26 added to the Net Settlement Amount pursuant to the terms of the Agreement.

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

3 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
4 Exhibit A to the Declaration of Madely Nava, fairly and adequately advised Class Members of the terms
5 of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of
6 workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to
7 participate in the settlement, how to file documentation in opposition to the proposed settlement, and
8 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
9 distribution of such notice by first class mail to each identified Class Member at his or her most recent
10 address based on a National Change of Address database search from the Class Members' last known
11 address and a skip trace on any Class Members who have the Notice of Settlement returned as
12 "undeliverable" or "not at this address" comported with all constitutional requirements, including those
13 of due process.

14 **IV. IMPLEMENTATION SCHEDULE**

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

17

18 Last day for Settlement Administrator to calculate 19 the final Net Settlement Amount, the final 20 Individual Settlement Amounts to Participating 21 Class Members and/or Aggrieved Employees, any 22 applicable taxes thereon, and report the results of 23 these calculations to Class Counsel and 24 Defendant's Counsel	Within 7 calendar days after the Effective Date
25 Last day for Defendant, Hisham Soliman M.D. 26 and Abeer Soliman to fund settlement	Within 21 calendar days after the Effective Date
27 Last day for Settlement Administrator to deliver 28 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

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

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

IT IS SO ORDERED.

Date: 06/24/2024

By: Jill Talley
 Judge of the Superior Court
 Jill Talley

