

FILED/ENDORSED

JUN 22 2023

By: A. Turner
Deputy Clerk

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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.

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.

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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.

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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.

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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;

- 1 b. Interest for the wages due pursuant to California Labor Code section 1194;
2 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
3 Code section 1194;
4 3. As to the Second Cause of Action:
5 a. Wages in an amount to be proven at trial;
6 b. Interest for the wages due pursuant to California Labor Code section 1194;
7 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
8 Code section 1194;
9 d. Liquidated damages pursuant to California Labor Code section 1194.2;
10 4. As to the Third Cause of Action:
11 a. Wages in an amount to be proven at trial;
12 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
13 section 1021.5;
14 5. As to the Fourth Cause of Action:
15 a. Wages in an amount to be proven at trial;
16 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
17 section 1021.5;
18 6. As to the Fifth Cause of Action:
19 a. Penalties as provided for in Labor Code section 226, including the greater of all
20 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
21 violation occurred and one hundred dollars (\$100.00) per employee for each
22 violation in the subsequent pay periods, but not to exceed four thousand dollars
23 (\$4,000.00);
24 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
25 226(e);
26 7. As to the Seventh Cause of Action:
27 a. An amount to be proven at trial;
28 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

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21 By: Brittany Berzin
22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff
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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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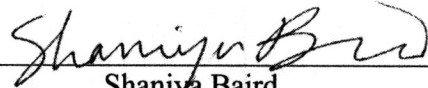
17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the 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: _____
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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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