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6 Attorneys for Plaintiffs

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF NAPA**
11

12 CHRISTINE BUTLER and MARK
GLOWSKI, individuals, on behalf of
13 themselves and on behalf of all persons
similarly situated,

14 Plaintiffs,

15 v.

16 ANCHOR HEALTH LLC, a Limit Liability
Company; and DOES 1 through 50, inclusive,

17 Defendants.
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Case No. 24CV000278

**CAMRON DOWLATSHAHI'S
DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

HEARING INFORMATION:

DATE: June 10, 2026

TIME: 9:30 a.m.

DEPT: A

Complaint Filed: February 26, 2024

Trial Date: None Set

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1 7. My hourly rate is \$850. Many of Mills Sadat Dowlat LLP's hourly clients pay this
2 hourly rate for my work.

3 8. My firm has the experience, resources, and means necessary to allow us to provide
4 adequate representation as Class Counsel to all class members in this litigation.

5 9. Currently, my firm is acting as counsel in at least 80 wage and hour individual
6 actions and 16 wage and hour class actions.

7 10. In addition to the present case, Mills Sadat Dowlat LLP currently serves as lead
8 class counsel in multiple pending wage-and-hour class and representative actions across various
9 California jurisdictions. The firm is presently litigating several complex matters on behalf of
10 workers statewide, including: *Frank, et al. v. Golf and Tennis Pro Shop*, Case No. CVRI2401197
11 (Riverside County Superior Court, class size approx. 470); *Martinez v. Stanford By the Sea Eco*
12 *Resort, et al.*, Case No. 24CV00539 (Mendocino County Superior Court, class size approx. 196);
13 *Nations v. SAS Retail Services LLC*, Case No. C23-00122 (Contra Costa County Superior Court,
14 class size approx. 178); *Zhou v. Golden Bridge International Logistics, LLC*, Case No.
15 24STCV05766 (Los Angeles Superior Court, class size approx. 63); *Briones v. Shengyun LLC*,
16 Case No. 30-2024-01388222-CU-OE-CXC (Orange County Superior Court); and *Marshall v.*
17 *Tailored Shared Services, LLC*, et al., Case No. CIVSB2332636 (San Bernardino Superior Court).
18 These matters reflect our firm's ongoing commitment to representing employees in high-stakes
19 wage-and-hour litigation throughout the state.

20 11. I worked on this case with my partner, Arash Sadat. Mr. Sadat has been licensed to
21 practice law in California since 2011. He received his Bachelor of Arts degree in Sociology from
22 the University of California, Santa Barbara in 2004 and graduated cum laude from Loyola Law
23 School, Los Angeles. From 2011 through 2016, he worked as an associate at White & Case LLP, a
24 global law firm ranked in the AmLaw 10, where he specialized in complex commercial litigation
25 and white-collar defense. While at White & Case LLP, he represented clients in a variety of
26 business disputes, including in jury trials and arbitrations. Thereafter, he worked as an associate at
27 Brown White & Osborn LLP, a Southern California litigation boutique. In 2017, he founded Sadat
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1 Law Group (now known as MSD). MSD specializes in employment litigation, business disputes,
2 and probate litigation.

3 12. Over his 13 years of litigation practice, Mr. Sadat has represented clients such as
4 Gerber Products Company, Nestlé USA, Comcast Corporation, LA Fitness International LLC, and
5 the Houston Rockets professional basketball franchise in business and consumer class action
6 litigation in various jurisdictions across the country. He has also represented clients in various
7 high-profile matters including in post-judgment proceedings in *Log Cabin Republicans v. United*
8 *States*, et al., No. 2:04-cv-08425 (C.D. Cal.), a case in which the trial court struck down on
9 constitutional grounds the congressionally enacted “Don’t Ask, Don’t Tell” policy concerning
10 LGBTQ+ servicemembers in the military. While a partner at MSD, Mr. Sadat has represented
11 employees in hundreds of employment actions and has also represented clients such as Target
12 Corporation and the Government of Japan, in addition to numerous other businesses in litigation in
13 California and elsewhere. His hourly rate is \$850, and many of MSD’s hourly clients pay this rate
14 for his work.

15 13. California courts have previously approved the rates charged by Mr. Sadat. *See*,
16 *e.g.*, *147-151 W. 25th St., LLC v. GRG Collective, et al.* (Los Angeles Super. Ct. June 5, 2023)
17 Case No. 19STCV07425; *Johnson v. Reliant Property Management, Inc.* (Solano County Super.
18 Ct. May 22, 2023) Case No. FCM176825.

19 14. Under my supervision, Mir Raza, an associate attorney at Mills Sadat Dowlat LLP,
20 assisted in litigating the case, preparing for mediation, and drafting the Motion for Preliminary
21 Approval of Class and Representative Action Settlement.

22 15. Mr. Raza graduated magna cum laude from the University of California, Los
23 Angeles, with a Bachelor of Arts in Political Science and a minor in History in 2019. He earned
24 his Juris Doctor from Loyola Law School, Los Angeles in 2024. During law school, Mr. Raza
25 served as a law clerk for multiple government agencies, including the Los Angeles County
26 Counsel’s Office, the Federal Public Defender’s Office for the Central District of California, and
27 the National Labor Relations Board.
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16. Mr. Raza became an Active Member of the State Bar of California in November 2024 and has been an Active Member in good standing continuously since. Mr. Raza is an associate attorney at Mills Sadat Dowlat LLP and represents employees in all aspects of employment litigation, including wage-and-hour class and representative actions involving claims related to unpaid wages, meal and rest break violations, inaccurate wage statements, the California Private Attorneys General Act, and unfair business practices. Mr. Raza's hourly rate is \$400.

17. Under my supervision, Isabella Fiorentino, a paralegal employed by Mills Sadat Dowlat LLP, also assisted in preparing the Complaint and Motion for Preliminary Approval of Class Action Settlement. Ms. Fiorentino graduated cum laude from the University of Pennsylvania, College of Arts and Sciences with a Bachelor of Arts in Philosophy, Politics, and Economics and minors in Ancient History and Legal Studies and History from the College of Arts and Sciences and Wharton School, respectively. Ms. Fiorentino has been employed by MSD since 2023 and has nearly three years of experience in litigation support, specializing in matters relating to business litigation, employment actions, and personal injury. Ms. Fiorentino's hourly rate is \$250.

18. After a thorough investigation and settlement discussions, the Parties arrived at terms that they viewed as being in the best interests of both the Class Members and the Parties.

19. I am informed and believe that Plaintiff's goals have been realized via redress for the employees whose wage and hour rights were violated

20. While I am informed and believe that Defendant denies liability, it has nonetheless agreed to settle the matter to avoid any potential expense.

History of Litigation

21. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Anchor Health, LLC (“Defendant” or collectively with Plaintiff, the “Parties”)) and the LWDA by sending the PAGA Notice on May 6, 2024. A true and correct copy of Plaintiff’s written notice to the LWDA is attached as **Exhibit A**.

22. On May 7, 2024 Plaintiff filed a class and representative action alleging wage and hour violations under Labor Code sections 201-203, 204, 226, 226.7, 512, 1182.12, 1194, 1194.2,

1 1197, 1197.1, and 1198, as well as violations of the Private Attorneys' General Act of 2004,
2 codified at Labor Code section 2698, *et seq.* ("PAGA") and violation of the Unfair Competition
3 Law, codified at California Business and Professions Code section 17200, *et seq.* ("UCL") in the
4 Superior Court of the State of California, County of Contra Costa, Case No. C24-01222 (the
5 "Action"), on behalf of herself and other aggrieved, non-exempt California employees and former
6 employees of Defendant seeking civil penalties, including in the form of unpaid wages where
7 applicable.

8 23. On February 7, 2025, MSD submitted conformed copies of Plaintiff's class action
9 complaint to the LWDA.

10 24. On June 27, 2025, pursuant to the Parties' stipulation, the Court granted leave to
11 add Plaintiff to the existing action *Butler v. Anchor Health, LLC*, Case No. 24CV000278.

12 25. I am not aware of any other action against Defendant brought on an individual basis
13 for redress, which would appear to signal that putative class members have little interest in
14 personally controlling their claims.

15 **Cy Pres**

16 26. Children's Advocacy Group is a nonprofit organization that provides legal
17 representation to children who have been or are at risk of physical, sexual, or emotional
18 mistreatment or neglect in San Bernardino County, California.

19 27. Neither my firm nor any of the Plaintiffs has any financial or other relationship with
20 Children's Advocacy Group. To the best of my knowledge, neither does Defendant's Counsel.
21 Based on my experience and understanding of California law, Children's Advocacy Group
22 qualifies as a proper and appropriate *cy pres* beneficiary.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct on May 13, 2026 at Los Angeles, California.

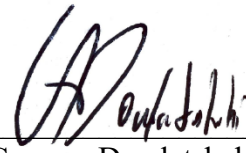
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EXHIBIT A

May 6, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Anchor Health, LLC
505 San Marin Drive Ste 100 B
Novato, CA 94945

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

To Whom It May Concern:

My firm represents Mark Glowski (“Plaintiff”) and all other aggrieved employees who intend to file an action against Anchor Health, LLC (“Defendant” or “Anchor Health”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 226, subdivision (a), 226.7, 512, and 558.

Facts and Theories in Support of Violations

Defendant provides medical services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on or about January 2023 to October 30, 2023. Plaintiff worked as an RN case manager.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” *Ibid.* Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” *Ibid.*

Here, Defendant failed to compensate Plaintiff for premium pay and off-the-clock work. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods until the final months of Plaintiff’s employment. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

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Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 226, subdivision (a), 226.7, 512, and 558.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PACA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Camron Dowlatshahi

cc: ashleychahalak@anchorhpc.com