

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733

Attorneys for Plaintiff SABRINA AGRIFOGLIO individually  
and on behalf of similarly situated employees

Jennifer E. Duggan - SBN: 183833  
Jennifer@dugganmchugh.com  
Katie A. Collins - SBN: 309475  
Katie@dugganmchugh.com  
**DUGGAN McHUGH LAW CORPORATION**  
641 Fulton Ave., Suite 100  
Sacramento, CA 95825  
Telephone: 916.550.5309

Attorneys for Defendant UROGYNECOLOGY CONSULTANTS MEDICAL CORPORATION

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

SABRINA AGRIFOGLIO, individually and on  
behalf of all other similarly situated employees,

Plaintiff,

vs.

UROGYNECOLOGY CONSULTANTS  
MEDICAL CORPORATION, a California  
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No.: 24CV002735

**PRIVATE ATTORNEYS GENERAL ACT  
ACTION SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**

Filed: February 14, 2024

Trial Date: None Set

1 This Private Attorneys General Act Settlement is made and entered into between the Plaintiff  
2 Sabrina Agrifoglio (“Plaintiff”), on behalf of herself, the Labor and Workforce Development Agency,  
3 and Aggrieved Employees, and Defendant Urogynecology Consultants Medical Corporation  
4 (“Defendant”). This Agreement is subject to the terms and conditions set forth below and approval of the  
5 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, *Sabrina Agrifoglio v. Urogynecology*  
9 *Consultants Medical Corporation*, Sacramento County Superior Court, Case No. 24CV002735, filed  
10 February 14, 2024.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked, or continue to  
12 work, for Defendant in California at any time between December 8, 2022, up to either (1) the Final  
13 Approval Date, or (2) August 13, 2024, whichever is earlier. The estimated number of Aggrieved  
14 Employees is 39.

15 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys  
16 General Act Settlement.

17 1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

18 1.5 “Court” means the Sacramento County Superior Court.

19 1.6 “Defendant” means Urogynecology Consultants Medical Corporation.

20 1.7 “Defendant’s Counsel” means Jennifer Duggan and Katie Collins of Duggan McHugh Law  
21 Corporation.

22 1.8 “Effective Date” means the Final Approval Date unless there is a timely objection lodged  
23 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day  
24 after a signed order approving this settlement has been filed provided no appellate proceeding having been  
25 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been  
26 finally dismissed with no material change to the terms of this settlement and there is no right to pursue  
27 further remedies or relief, whichever is later.

1           1.9     “Final Approval Date” means the date the Court enters a signed order granting approval of  
2 the Agreement.

3           1.10   “Gross Settlement Amount” is the sum of Thirty-Five Thousand Dollars (\$35,000).

4           1.11   “Individual Settlement Amount” means an individual Aggrieved Employees’ allocation of  
5 the Net Settlement Amount, as defined in Section 1.13 and 5.7.

6           1.12   “LWDA” means the California Labor and Workforce Development Agency.

7           1.13   “Net Settlement Amount” is the portion of the Gross Settlement Amount available for  
8 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after  
9 deduction of Plaintiff’s attorneys’ fees and litigation costs, and Settlement Administrator Costs.

10          1.14   “Notice of Settlement” means the document substantially in the form attached hereto as  
11 Exhibit 1.

12          1.15   “PAGA” means Private Attorneys General Act.

13          1.16   “PAGA Claim Period” means December 8, 2022, up to either (1) the Final Approval Date  
14 or (2) August 13, 2024, whichever is earlier.

15          1.17   “PAGA Payment” means the 75% share of the Net Settlement Amount paid to the LWDA  
16 pursuant to Labor Code section 2699(i).

17          1.18   “Parties” mean Defendant and Plaintiff.

18          1.19   “Plaintiff” means Sabrina Agrifoglio.

19          1.20   “Plaintiff’s Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of  
20 Shimoda & Rodriguez Law, PC.

21          1.21   “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the  
22 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.  
23 Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant  
24 until the payments required under the Agreement are made.

25          1.22   “Qualifying Pay Periods” are pay periods worked by Aggrieved Employees during the  
26 PAGA Claim Period in California. The calculation of an Aggrieved Employee’s pay periods and a  
27 determination as to whether an Aggrieved Employee was actively employed in California in a particular  
28 pay period shall be construed from Defendant’s records.

1           1.23   “Released PAGA Claims” means any and all claims for civil penalties that were brought  
2 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiff's  
3 notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have  
4 been brought based on the facts alleged therein during the PAGA Claim Period. Aggrieved Employees  
5 cannot opt out of this waiver of claims.

6           1.24   “Released Parties” means Defendant, as well as Defendant' officers, shareholders,  
7 directors, agents, employees, attorneys, and insurers.

8           1.25   “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity  
9 that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed  
10 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties  
11 each represent that they do not have any financial interest in the Settlement Administrator.

12           1.26   “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the  
13 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
14 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
15 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and  
16 fees associated with preparing, issuing and mailing any and all notices and other correspondence to  
17 Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees,  
18 Plaintiff's Counsel, and Defendant' Counsel; all costs and fees associated with computing, processing,  
19 reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees  
20 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal  
21 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all  
22 costs and fees associated with preparing any tax returns and any other filings required by any governmental  
23 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings  
24 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees  
25 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties  
26 under this Agreement.

27 **2.       DESCRIPTION OF THE LITIGATION**

1           2.1     On or about December 8, 2023, Plaintiff sent notice to the LWDA to exhaust administrative  
2 remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages,  
3 (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods  
4 or Pay Premiums in Lieu Thereof (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay  
5 Final Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1  
6 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9)  
7 Failure to Maintain Accurate Records (10) Failure to Provide Paid Sick Leave. The LWDA did not  
8 respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized  
9 to act as a Private Attorneys General on all alleged PAGA claims.

10           2.2     After exhausting administrative remedies, Plaintiff filed a Complaint on February 14, 2024,  
11 in Sacramento County Superior Court on behalf of herself and Aggrieved Employees for claims alleged  
12 in the December 8, 2023, notice to the LWDA.

13           2.3     Through informal discovery, Defendant and Defendant's Counsel provided Plaintiff's  
14 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,  
15 information on the number of Aggrieved Employees, including, but not limited to, Aggrieved Employees'  
16 workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay, and pay  
17 periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved  
18 Employees.

19           2.4     After Plaintiff's Counsel received the data, the Parties engaged in settlement negotiations,  
20 and were able to come to a resolution after several months of negotiations. At all times, the Parties'  
21 settlement negotiations have been non-collusive, adversarial, and at arm's length.

22           2.5     Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties,  
23 document productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and  
24 the detailed analysis of the sampled records have permitted each side to assess the relative merits of the  
25 PAGA claims and the defenses to those claims.

26           2.6     In the Action, Plaintiff contends that Defendant violated California law by 1) not paying  
27 Plaintiff and Aggrieved Employees overtime for all hours worked in excess of eight (8) per day, 2) failing  
28 to pay double time for all hours worked in excess of twelve (12) per day, 3) regularly failing to properly

1 calculate the regular rate of pay for Plaintiff and Aggrieved Employees as Defendant did not incorporate  
2 the value of bonuses into the regular rate of pay covering the time period the bonuses were earned over,  
3 4) failing to properly calculate the regular rate of pay for sick leave wages and meal and rest period  
4 premiums, 5) failing to pay Plaintiff and Aggrieved Employees for off-the-clock work, 6) failing to  
5 authorize and permit Plaintiff and Aggrieved Employees to take meal and rest periods in a timely manner,  
6 completely free from duty, 7) failing to provide Plaintiff and Aggrieved Employees with a second meal  
7 period or third rest period for shifts of more than ten (10) hours, even where those shifts were in excess of  
8 twelve (12) hours, 8) failing to pay Plaintiff and Aggrieved Employees meal and/or rest period premiums  
9 for non-compliant meal and/or periods, 9) failing to reimburse Plaintiff and Aggrieved Employees for the  
10 use of their personal cell phones for work purposes and for driving their personal cars to pick up supplies,  
11 10) failing to provide the appropriate amount of sick leave based on actual hours worked, and (11) failing  
12 to provide accurate wage statements. Defendant has denied each of Plaintiff's claims. The agreed upon  
13 Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the  
14 PAGA claims. The Parties, also assessed appropriate discounts to the potential liability based on  
15 Defendant' factual and legal contentions and defenses.

16 2.7 The Parties enter into this Settlement to resolve the dispute that has arisen between them  
17 and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement,  
18 Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated  
19 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations  
20 or legal requirements; breached any contract; violated or breached any duty; engaged in any  
21 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees.  
22 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations  
23 connected with it, will be construed as an admission or concession by Defendant of any such violations  
24 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of  
25 this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as  
26 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to  
27 establish the existence of any condition constituting a violation of, or a non-compliance with, federal,  
28 state, local or other applicable law.

2.8 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

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

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendant have agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

### **4. SCOPE OF THE AGGRIEVED EMPLOYEES**

1           4.1     The scope of individuals encompassed under the Agreement, who are entitled to all benefits  
2 as authorized under the Agreement and subject to all obligations and duties required under the Agreement,  
3 shall include all Aggrieved Employees as defined in Section 1.2.

4           4.2     Aggrieved Employees entitled to recover under this Agreement will include only those  
5 individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

6           4.3     No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement  
7 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private  
8 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA  
9 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and  
10 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA  
11 Member has the right to object to the PAGA Settlement Amount.

## 12     **5.     TERMS OF THE SETTLEMENT**

13           The Parties agree as follows:

14           5.1     Gross Settlement Amount: In consideration and exchange for the releases described in  
15 Section 6, Defendant shall pay the Gross Settlement Amount (\$35,000). Funding of the Gross Settlement  
16 Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a  
17 QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount  
18 payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all  
19 payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to  
20 the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement,  
21 administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the  
22 Agreement.

23           5.2     Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees  
24 of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.  
25 Defendant have agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does  
26 not exceed the 35% threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced  
27 litigation expenses not to exceed \$5,000, which shall be paid from the Gross Settlement Amount.  
28 Defendant have agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced

litigation expenses so long as they do not exceed the \$5,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the Net Settlement Amount as defined in section 1.13.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$2,950. The difference between any actual costs and the allocated \$2,950 shall be added to the Net Settlement Amount as defined in section 1.13.

5.4 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

5.5 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.6 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of Individual Settlement Amounts to Aggrieved Employees are as follows:

1           5.6.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement  
2 Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual  
3 Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive  
4 an IRS form 1099-MISC.

5           5.6.2 Aggrieved Employees shall be solely responsible for the reporting and payment of  
6 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this  
7 Agreement. No party has made any representation to any of the other Parties as to the taxability of any  
8 payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to  
9 Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

10          5.7 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and  
11 Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that  
12 Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved  
13 Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the  
14 Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employees'  
15 Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual  
16 Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and  
17 multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved  
18 Employees of their Individual Settlement Amount will not require the submission of any claim form.

19          5.8 No Additional Contribution by Defendant: Defendant's monetary obligation under this  
20 Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses  
21 arising out of or in connection with the performance of this Agreement shall be paid from the Gross  
22 Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is  
23 deemed null and void as described in Section 3, then Defendant and Plaintiff shall be equally responsible  
24 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the  
25 date of such event.

## 26       **6. RELEASE**

27          6.1 Upon the Effective Date, Plaintiff and each Aggrieved Employee shall be deemed to fully,  
28 finally, and forever release the Released Parties from all Released PAGA Claims.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible  
3 for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating  
4 estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement  
5 Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual  
6 Aggrieved Employees whose address or contact information as provided to the Settlement Administrator  
7 is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing  
8 notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross  
9 Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the  
10 Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7)  
11 paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's  
12 Counsel and Defendant' Counsel regarding the statistics of the administration, including (a) the number  
13 of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number  
14 of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the  
15 number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of  
16 Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the  
17 final statistics of the administration and compliance with all payment obligations under the Agreement;  
18 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts  
19 to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of  
20 this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability  
21 and need to perform its duties shall be referred to the Court, if necessary, which will have continuing  
22 jurisdiction over the terms and conditions of this Agreement, until all payments and obligations  
23 contemplated by the Agreement have been fully executed.

24 7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date,  
25 Defendant shall provide the Settlement Administrator with the name, last known mailing address, last  
26 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved  
27 Employee. The Settlement Administrator shall review the data to determine the number of Qualifying  
28 Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods

1 during which an Aggrieved Employee may have worked as an exempt employee, worked outside  
2 California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all  
3 information received from Defendant confidential to itself, and Defendant' Counsel. However, Plaintiff's  
4 Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual  
5 Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

6 7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA:

7 Within seven (7) calendar days after Defendant have provided the Settlement Administrator with  
8 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net  
9 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved  
10 Employees, and report the results of these calculations to Plaintiff's Counsel and Defendant's Counsel.

11 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the  
12 LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement  
13 Administrator within fourteen (14) calendar days after receiving the funding calculation and report from  
14 the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the  
15 Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall  
16 deliver payment of Plaintiff's Counsels' attorney's fees and costs, the PAGA Payment payable to the  
17 LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved  
18 Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide  
19 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions  
20 for the attorney's fees and costs after the Effective Date.

21 7.5 Notice to Aggrieved Employees: Defendant represent and warrant that Aggrieved  
22 Employees are able to read and write in English such that no translation of the Notice of Settlement into  
23 another language is necessary. The Settlement Administrator will provide a Notice of Settlement,  
24 substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing  
25 payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of  
26 Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement.  
27 The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net  
28 Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations,

PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent of the Released PAGA Claims.

7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within seven (7) calendar days. Following each search that does not result in a corrected address, for those Aggrieved Employees who appear to be current employees of Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant' Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendant at the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiff's Counsel, or Defendant' Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the *cy pres* beneficiaries identified in Section 5.4. The Settlement Administrator shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

## **8. SETTLEMENT ADMINISTRATION SCHEDULE**

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. 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 schedule for notice and payment procedures carrying out the Agreement is as follows.

|                                                                                                                                                                                 |                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information                                                                                  | Within 7 calendar days after the Effective Date                                                                                                                                                     |
| Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees | Within 7 calendar days after receiving Aggrieved Employee information                                                                                                                               |
| Last day for Defendant to fund Gross Settlement Amount                                                                                                                          | Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees |

|                                                                                                                                                                                               |                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing                                                            | Within 7 calendar days after Defendant have funded the settlement |
| Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees | Within 7 calendar days after Defendant have funded the settlement |
| Last day for Aggrieved Employees to cash settlement checks                                                                                                                                    | 180 calendar days after issuance of checks to 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. MISCELLANEOUS TERMS

9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released PAGA Claims and the Action will be dismissed with prejudice as to all Parties and all causes of action, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Additional Pay Period Contingency: At the onset of settlement negotiations, Defendant represented that there were no more than 710 pay periods during the PAGA Claim Period. In the event the number of pay periods during the PAGA Claim Period is now more than 852 (*i.e.*, greater than 20% more than 710), then Defendant may (1) limit the PAGA Claim Period to ensure that no more than 852 pay periods are included or (2) increase the Gross Settlement Amount proportionally by the pay periods in excess of 710. For example, if there were 11,000 pay periods represented to exist during the PAGA Claim Period, but there are actually 12,500 pay periods in the PAGA Claim Period, then Defendant

would have to increase the Gross Settlement Amount by 13.6% (12,500 - 11,000 pay periods = 1,250 excess pay periods. 1,250 divided by 11,000 = 13.6%).

9.3 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. This may include modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of the date this Agreement is signed. Plaintiff's Counsel shall provide Defendant' Counsel with a draft approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft motion.

9.4 No Admission of Liability: Neither the acceptance nor the performance by Defendant 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 Defendant 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 Aggrieved Employees in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person, and Defendant have specifically disclaimed any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

9.5 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 the Plaintiff:

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

To Defendant:

Jennifer Duggan  
Katie Collins  
Duggan McHugh Law Corporation  
641 Fulton Avenue, Suite 100  
Sacramento, CA 95825

9.6 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.

9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.

9.10 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement

1 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this  
2 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of  
3 this Agreement

4 9.11 Counterparts: This Agreement shall become effective upon its execution by all of the  
5 undersigned. Plaintiff, Plaintiff's Counsel, Defendant and Defendant' Counsel may execute this  
6 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each  
7 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the  
8 same force and effect of originals.

9 9.12 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been  
10 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and  
11 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance  
12 with, and governed by, the substantive laws of the State of California without giving effect to that State's  
13 choice of law principles.

14 9.13 Headings and Captions: Paragraph titles or captions contained in the Agreement are  
15 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the  
16 scope of this Agreement, or any provision thereof.

17 9.14 No Retaliation or Discouragement: The Parties agree they will take no action that could  
18 be construed as retaliation against any Aggrieved Employees for participating in this settlement.

19 9.15 Integrated Agreement: This Agreement sets forth the entire understanding between the  
20 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,  
21 oral or written, pertaining to the subject matter hereof regarding the PAGA claims. Each party  
22 acknowledges that there is no representation, inducement, promise or agreement which has been made,  
23 orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not  
24 expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms  
25 of this Agreement are fully understood and voluntarily accepted by the Parties.

26 9.16 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
27 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
28 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

1           9.17 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4           9.18 Waiver of Compliance: No waiver of any condition or covenant contained in this  
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

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

9   **For Plaintiff:**

10 Date: 7/14/24



Sabrina Agrifoglio (Jul 14, 2024 22:14 PDT)

Sabrina Agrifoglio

12 **For Defendant:**

13 Date: 07 / 22 / 2024



By: Wesley Hilger

For Urogynecology Consultants Medical  
Corporation

16 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

18 Dated: 7/15/2024

By: 

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff and Aggrieved  
Employees

22 APPROVED AS TO FORM

DUGGAN MCHUGH LAW  
CORPORATION

24 Dated: 7/22/2024

By: 

Jennifer Duggan

Katie Collins

Attorneys for Defendant

# Exhibit 1

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

) **Case No. 24CV002735**

SABRINA AGRIFOGLIO, individually and on  
behalf of all other similarly situated employees,

) **NOTICE OF PRIVATE ATTORNEYS GENERAL  
ACT SETTLEMENT PAYMENT**

Plaintiff,

vs.

UROGYNECOLOGY CONSULTANTS MEDICAL  
CORPORATION, a California Corporation; and  
DOES 1 to 100, inclusive,

Defendant.

---

**TO:** All non-exempt employees who worked, or continue to work, for Defendant in California at any time between December 8, 2022, up to [REDACTED] (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Agrifoglio v. Urogynecology Consultants Medical Corporation*, Sacramento County Superior Court of California, Case No. 24CV002735, filed February 14, 2024 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Sabrina Agrifoglio ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of herself and Aggrieved Employees. Plaintiff alleged that Urogynecology Consultants Medical Corporation ("Defendant") violated California law by 1) Failing to Pay Overtime Wages, 2) Failing to Pay Minimum Wages, 3) Failing to Provide Meal Periods or Pay Premiums in Lieu Thereof, 4) Failing to Provide Rest Periods or Pay Premiums in Lieu Thereof 5) Failing to Provide Accurate Wage statements, 6) Failing to Pay Final Wages, 7) Failing to Pay Reimbursement for Expenses, 8) Failing to Maintain Accurate Records, and 9) Failing to Provide Paid Sick Leave. Defendant has denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendant has denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendant does not admit any liability to Plaintiff or to any other current or former employees, and Defendant does not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on violations of Labor Code sections 201-203, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, and 2802. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between December 8, 2022, to [REDACTED]. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendant has agreed to pay a Gross Settlement Amount of \$35,000 to resolve the PAGA claims alleged in the Action ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees \$[REDACTED], attorneys' costs in the amount of \$[REDACTED], the fees and expenses of the Settlement Administrator in the amount of \$[REDACTED], which will result in a "Net Settlement Amount" of \$[REDACTED] for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount (\$[REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$[REDACTED]) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between December 8, 2022, to [REDACTED], dividing

that number by the number of pay periods worked for all Aggrieved Employees between December 8, 2022, to the  , and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendant.

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

Jennifer Duggan  
Katie Collins  
Duggan McHugh Law Corporation  
641 Fulton Avenue, Suite 100  
Sacramento, CA 95825  
Phone: 916-550-5309  
Fax: 916-404-5900  
***On behalf of Defendant***