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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MANUEL BRUNO, individually, and
on behalf of other members of the
general public similarly situated;

Plaintiff,

vs.

U.S. RENAL CARE, INC., an unknown
business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No. 2:21-CV-04617 FLA MRW

Honorable Fernando L. Aenlle-Rocha
Courtroom 6B

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 17, 2023
Time: 1:30 p.m.
Courtroom: 6B

1 This matter has come before the above-entitled Court on Plaintiff Manuel
2 Bruno ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement
3 ("Motion"). Having considered the Motion, Memorandum of Points and
4 Authorities in Support Thereof, and declarations submitted in support of the
5 Motion, including the Joint Stipulation of Class Action and PAGA Settlement and
6 Release of Claims and Addendum No. 1 to Joint Stipulation of Class Action and
7 PAGA Settlement and Release of Claims ("Settlement," "Agreement," or
8 "Settlement Agreement") entered into by and between Plaintiff and Defendant U.S.
9 Renal Care Inc. ("Defendant"), and the Notice of Class Action Settlement ("Class
10 Notice"), and **GOOD CAUSE** appearing, **IT IS ORDERED** that the Motion is
11 **GRANTED**, subject to the following findings and orders:

12 1. This Order incorporates by reference the definitions in the Settlement
13 Agreement, and all terms defined therein shall have the same meaning in this
14 Order as set forth in the Settlement Agreement.

15 2. The Court grants preliminary approval of the Joint Stipulation of Class
16 Action and PAGA Settlement and Release of Claims and Addendum No. 1 to Joint
17 Stipulation of Class Action and PAGA Settlement and Release of Claims attached as
18 "**EXHIBIT 1**" and "**EXHIBIT 2**" to the Declaration of Selena Matavosian in
19 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
20 This is based on the Court's determination that the Settlement falls within the
21 range of possible approval as fair, adequate, and reasonable.

22 3. The Court hereby grants Plaintiff leave to file the [Proposed] Second
23 Amended Class Action Complaint for Damages and Enforcement Under the Private
24 Attorneys General Act, Cal. Labor Code § 2698 Et Seq. ("Second Amended
25 Complaint") which is attached hereto as "**EXHIBIT 1**." The Second Amended
26 Complaint shall be deemed filed as of the date of the entry of this Order, and shall be
27 the operative complaint in the Action for purposes of Settlement, including the
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1 release of claims. All material allegations in the Second Amended Complaint shall be
2 deemed denied by Defendant without the necessity for Defendant filing an Answer to
3 the Second Amended Complaint or any other pleading in the Action. In the event that
4 the Settlement does not become final for any reason, the Second Amended
5 Complaint shall be *void ab initio* and the First Amended Class Action Complaint for
6 Damages shall be the operative complaint for all purposes unless otherwise ordered
7 by the Court.

8 4. It appears to the Court on a preliminary basis that the Settlement is
9 fair, adequate, and reasonable. It appears to the Court that extensive and costly
10 investigation and research have been conducted such that counsel for the parties, at
11 this time, are able to reasonably evaluate their respective positions. It further
12 appears to the Court that the Settlement, at this time, will avoid substantial
13 additional costs by all parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of the case. It further appears that the
15 Settlement has been reached as the result of intensive, serious, and non-collusive
16 arms-length negotiations, and was entered into in good faith.

17 5. The Court preliminarily finds that the Settlement, which provides for
18 a Gross Settlement Fund of Two Million Five Hundred Thousand Dollars and Zero
19 Cents (\$2,500,000.00), appears to be within the range of reasonableness of a
20 settlement that could ultimately be given final approval by this Court. The Gross
21 Settlement Fund includes all Individual California Settlement Payments, Individual
22 FCRA Settlement Payments, Individual PAGA Settlement Payments, Settlement
23 Administrator Costs, Class Counsel Award, Class Representative Service Award,
24 and the LWDA Payment. The Court has reviewed the monetary recovery that is
25 being granted as part of the Settlement and preliminarily finds that the
26 contemplated monetary settlement payments to California Class Members, FCRA
27 Class Members, and PAGA Group Members are fair, adequate, and reasonable

1 when balanced against the probable outcome of further litigation relating to
2 certification, manageability, liability, and damages issues.

3 6. For settlement purposes only, the Court hereby conditionally certifies
4 the following Class:

5 All current and former non-exempt employees of Defendant in
6 California during the California Class Period (or if any such person is
7 incompetent, deceased, or unavailable due to military service, the
8 person's legal representative or successor in interest evidenced by
9 reasonable verification) ("California Class" or "California Class
10 Members").

11 All current and former employees and applicants for employment in
12 the United States who applied for a job with Defendant for whom a
13 background check was performed during the FCRA Class Period (or if
14 any such person is incompetent, deceases, or unavailable due to
15 military service, the person's legal representative or successor in
16 interest evidenced by reasonable verification) ("FCRA Class
17 Members").

18 California Class Members and FCRA Class Members referred to
19 together regardless of whether persons are members of one or both of
20 the defined classes ("Class" or "Class Members").

21
22 7. The Court concludes that, for settlement purposes only, the proposed
23 Class meets the requirements for certification under section 23 of the Federal Rules
24 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
25 joinder of all members of the Class is impracticable; (b) common questions of law
26 and fact predominate, and there is a well-defined community of interest amongst
27 the members of the Class with respect to the subject matter of the litigation; (c)

1 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
2 will fairly and adequately protect the interests of the members of the Class; (e) a
3 class action is superior to other available methods for the efficient adjudication of
4 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
5 his individual capacity and as the representative of the Class.

6 8. The Court finds that Plaintiff Manuel Bruno is a suitable
7 representative for the Class and hereby preliminarily appoints him as
8 representative for the Class conditionally certified by this Order.

9 9. The Court hereby appoints Arby Aiwarzian, Joanna Ghosh, Brian J. St.
10 John, and Selena Matavosian of Lawyers *for* Justice, PC ("Class Counsel") as
11 counsel for the Class, pursuant to Federal Rules of Civil Procedure 23(g). The
12 Court finds that Class Counsel has demonstrable experience litigating, certifying,
13 and settling class actions, and will serve as adequate counsel for the Class
14 conditionally certified by this Order. Class Counsel is authorized to act on behalf
15 of Class Members with respect to all acts or consents required by, or which may be
16 given pursuant to, the Settlement, and such other acts reasonably necessary to
17 consummate the Settlement. Any Class Member may enter an appearance through
18 counsel of such individual's own choosing and at such individual's own expense.
19 Any Class Member who does not enter an appearance or appear on his or her own
20 will be represented by Class Counsel.

21 10. The Court hereby appoints Simpluris, Inc. as the Settlement
22 Administrator to administer the Settlement pursuant to the terms of the Settlement
23 Agreement.

24 11. Pursuant to California Labor Code section 2699(l), the Court has
25 reviewed and hereby approves the sum of Five Hundred Sixteen Thousand Six
26 Hundred Dollars and Zero Cents (\$516,600.00) of the Gross Settlement Fund to be
27 allocated to civil penalties for resolution of the claim pursuant to the Private
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1 Attorneys General Act (“PAGA Settlement Amount”). The Court approves
2 payment of seventy-five percent (75%) of the PAGA Settlement Amount, or Three
3 Hundred Eighty-Seven Thousand Four Hundred Fifty Dollars and Zero Cents
4 (\$387,450.00), to the Labor and Workforce Development Agency (“LWDA
5 Payment”) and payment of twenty-five percent (25%) of the PAGA Settlement
6 Amount, or One Hundred Twenty-Nine Thousand One Hundred Fifty Dollars and
7 Zero Cents (\$129,150.00) to all current and former non-exempt employees of
8 Defendant in California during the PAGA Period (or if any such person is
9 incompetent, deceased, or unavailable due to military service, the person’s legal
10 representative or successor in interest evidenced by reasonable verification)
11 (“PAGA Group Members”).

12 12. The Court hereby approves, as to form and content, the Notice of
13 Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT 2**” (for
14 Class Members who are only California Class Members), “**EXHIBIT 3**” (for Class
15 Members who are only FCRA Class Members), and “**EXHIBIT 4**” (for Class
16 Members who are both California Class Members and FCRA Class Members),
17 respectively, for distribution to the Class Members. The Class Notice shall be
18 provided to Class Members in the manner set forth in the Settlement Agreement.

19 13. The Court finds that the proposed plan for distribution of the Class
20 Notice substantially in the manner and form as set forth in the Settlement
21 Agreement and this Order meets the requirements of Federal Rule of Civil
22 Procedure 23(e) and due process, is the best notice practicable under the
23 circumstances, and shall constitute due and sufficient notice to all persons entitled
24 thereto. The Court further finds that the Class Notice appears to fully and
25 accurately inform the Class Members of all material elements of the Settlement, of
26 Class Members’ right to be excluded from the Class Settlement by submitting an
27 Request for Exclusion, of Class Members’ right to dispute the number of
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1 Workweeks credited to each of them, and of each Settlement Class Member's right
2 and opportunity to object to the Class Settlement by sending a written objection to
3 the Settlement Administrator or appear at the Final Approval Hearing with or
4 without submitting a written objection to the Class Settlement.

5 14. Within fifteen (15) business days from the date of this Order,
6 Defendant shall provide the Settlement Administrator with the California Class
7 Information and FCRA Class Information, as outlined in the Settlement
8 Agreement. Within fourteen (14) calendar days of receipt of the California Class
9 Information and FCRA Class Information, the Settlement Administrator shall mail
10 copies of the Class Notice to each Class Member via First-Class U.S. Mail to his or
11 her most current, known address with a return postage-paid envelope.

12 15. Upon receipt of the California Class Information and FCRA Class
13 Information, the Settlement Administrator shall perform a search using the
14 National Change of Address Database and update the California Class Information
15 and FCRA Class Information with any known or identifiable address changes.

16 16. The Court preliminarily approves the proposed procedure for
17 requesting exclusion from the Class Settlement. A Class Member who wishes to
18 request exclusion from or opt out of the Class Settlement must do so by submitting
19 a written letter ("Request for Exclusion") to the Settlement Administrator, by mail,
20 postmarked on or before the date that is forty-five (45) calendar days from the
21 initial mailing of the Class Notice ("Response Deadline"). The Request for
22 Exclusion must: (a) contain the case name and number of the Action; (b) contain
23 the Class Member's full name, signature, address, telephone number, and last four
24 (4) digits of Social Security number; (c) contain a simple statement electing to be
25 excluded from the California Class Settlement and/or FCRA Class Settlement; and
26 (d) be submitted by mail to the Settlement Administrator at the specified address,
27 postmarked on or before the Response Deadline. If the Court grants final approval
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1 of the Settlement, any such California Class Member who chooses to be excluded
2 from the California Class Settlement will not be entitled to receive an Individual
3 California Settlement Payment and will not be bound by the California Class
4 Settlement or have any right to object, appeal, or comment thereon. Any FCRA
5 Class Member who requests to be excluded from the FCRA Class Settlement will
6 not be entitled to an Individual FCRA Settlement Payment and will not be bound
7 to the FCRA Class Settlement, or have any right to object, appeal, or comment
8 thereon. PAGA Group Members will still be issued their Individual PAGA
9 Settlement Payment and be bound to the PAGA Settlement, regardless of whether
10 they submit a Request for Exclusion.

11 17. The Court preliminarily approves the proposed procedure for
12 objecting to the Class Settlement. Settlement California Class Members who wish
13 to be object the California Class Settlement and Settlement FCRA Class Members
14 who wish to object to the FCRA Class Settlement may object by submitting a
15 written objection (“Notice of Objection”) to the Settlement Administrator on or
16 before the Response Deadline. A Notice of Objection must: (a) contain the case
17 name and number of the Action; (b) contain the Settlement Class Member’s full
18 name, signature, address, telephone number, and last four (4) digits of Social
19 Security number; (c) contain a written statement of all grounds for the objection
20 accompanied by any legal support for such objection; (d) contain copies of any
21 papers, briefs, or other documents upon which the objection is based; and (e) be
22 submitted by mail to the Settlement Administrator at the specified address,
23 postmarked on or before the Response Deadline.

24 18. A Final Approval Hearing is set before the Honorable Fernando L.
25 Aenlle-Rocha in Courtroom 6B of the United States District Court for the Central
26 District of California located at the First Street Courthouse, 350 W. 1st Street, 6th
27 Floor, Los Angeles, California 90012, on
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_____, 2023, at _____, to determine all necessary matters concerning the Settlement, including: whether the Settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable, and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve the requests and allocations for the Class Representative Service Award, Class Counsel Award, and Settlement Administrator Costs.

19. Class counsel shall file a motion for final approval of the Settlement, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

20. Class counsel shall file a motion for final approval of the requests for the Class Representative Service Award and Class Counsel Award, and approval of the Settlement Administrator Costs, along with the appropriate declarations and supporting evidence, by _____, to be heard at the Final Approval Hearing.

21. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement and pertaining to the administration of the Settlement.

22. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

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1 **IT IS SO ORDERED.**

2 DATE: _____

Honorable Fernando L. Aenlle-Rocha
Judge of the United States District Court

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EXHIBIT 1

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MANUEL BRUNO, individually, and
on behalf of other members of the
general public similarly situated and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

U.S. RENAL CARE, INC., as unknown
business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No. 2:21-CV-4617

Honorable Fernando L. Aenlle-Rocha

**[PROPOSED] SECOND AMENDED
CLASS ACTION COMPLAINT
FOR DAMAGES AND
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR
CODE §2698 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, 1197.1, and 1198 (Failure to Pay Wages Including, *Inter Alia*, Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of 15 U.S.C. § 1681b (Fair Credit Reporting Act)
- (12) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MANUEL BRUNO (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

JURISDICTION AND VENUE

1. This class action was originally brought in the Superior Court for the County of Los Angeles pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. The Superior Court for the County of Los Angeles has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is

brought do not specify any other basis for jurisdiction.

3. The Superior Court for the County of Los Angeles has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in the Superior Court for the County of Los Angeles because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Orange. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff MANUEL BRUNO is an individual residing in the State of California, County of Los Angeles.

6. Defendant U.S. RENAL CARE, INC., at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant U.S. RENAL CARE, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendant U.S. RENAL CARE, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees,

1 successors, co-conspirators and/or assigns, and all acts or missions alleged herein
2 were duly committed with the ratification, knowledge, permission, encouragement,
3 authorization and/or consent of each defendant designated as a DOE herein.

4 9. The true names and capacities, whether corporate, associate,
5 individual or otherwise, of defendants DOES 1 through 100, inclusive, are
6 unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff
7 is informed and believes, and based on that information and belief alleges, that
8 each of the defendants designated as a DOE is legally responsibly for the events
9 and happenings referred to in this Complaint, and unlawfully caused the injuries
10 and damages to Plaintiff and the other class members as alleged in this Complaint.
11 Plaintiff will seek leave of court to amend this Complaint to show the true names
12 and capacities when the same have been ascertained.

13 10. Defendant U.S. RENAL CARE, INC. and DOES 1 through 100 will
14 hereinafter collectively be referred to as “Defendants.”

15 11. Plaintiff further alleges that Defendants directly or indirectly
16 controlled or affected the working conditions, wages, working hours, and
17 conditions of employment of Plaintiff and the other class members so as to make
18 each of said Defendants employers liable under the statutory provisions set forth
19 herein.

20 **CLASS ACTION ALLEGATIONS**

21 12. Plaintiff brings this action on his own behalf and on behalf of all
22 other members of the general public similarly situated, and, thus, seeks class
23 certification under California Code of Civil Procedure section 382 and/or Federal
24 Rule of Civil Procedure, Rule 23.

25 13. The proposed class is defined as follows:

26 All current and former hourly-paid or non-exempt employees who
27 worked for any of the Defendants within the State of California at any
28 time during the period from March 3, 2017 to final judgment and who

reside in California.

Wage Class: All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from March 3, 2017 to final judgment and who reside in California.

FCRA Class: All of Defendants' current and former employees and prospective applicants for employment in the United States who applied for a job with Defendants on whom a background check was performed at any time during the period from March 3, 2016 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. **Numerosity:** The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. **Typicality:** Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys,

the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/ performance/incentive pay and overtime wages in the same workweek;
- e. Whether Defendants failed to pay wages due to improper rounding during the relevant time period;
- f. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- h. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- j. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendants failed to pay reporting time pay to Plaintiff and the other class members;
- m. Whether Defendants failed to provide a day of rest to Plaintiff and other class members;
- n. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- q. Whether Defendants willfully failed to provide the class with stand-alone written disclosures before obtaining a credit or background report in compliance with the statutory mandates;
- r. Whether Defendants willfully failed to comply with the FCRA;
- s. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of law; and
- t. Whether Plaintiff and the other class members are entitled to compensatory damages.

PAGA ALLEGATIONS

17. At all times herein set forth, the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA") was applicable to Plaintiff's employment by Defendants.

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18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by Defendants and the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699© in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within

sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On February 19, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant U.S. RENAL CARE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

23. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders, including, *inter alia*, Wage Orders 4-2001, and 5-2001.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately March 2020 to approximately November 2020, in the State of California, County of Los Angeles.

26. Defendants hired Plaintiff into the position of Dialysis Technician.

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27. Prior to employing Plaintiff and the other class members, Defendants procured a background check regarding Plaintiff and the other class members without first providing a clear and conspicuous disclosure in a stand-alone document and without obtaining written authorization.

28. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

31. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

32. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

33. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment with Defendants.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular, overtime, and/or reporting time wages earned and for missed, shortened, late, and/or interrupted

1 meal periods, and missed, shortened, late, and/or interrupted rest breaks in violation
2 of California law.

3 35. Plaintiff is informed and believes, and based thereon alleges, that
4 Defendants knew or should have known that Plaintiff and the other class members
5 and aggrieved employees were entitled to receive certain wages for overtime
6 compensation and that they were not receiving accurate overtime compensation for
7 all overtime hours worked as a result of, *inter alia*, Defendants' requiring Plaintiff
8 and the other class members and aggrieved employees to perform work off-the-
9 clock and engaging in improper rounding. Defendants' failure includes, *inter alia*,
10 failing to compensate Plaintiff and the other class members and aggrieved
11 employees for job duties performed before and/or after their scheduled shifts such
12 as tasks related to providing medical care for patients, cleaning medical equipment
13 and the work area, and communicating with supervisors about work-related issues.

14 36. Plaintiff is informed and believes, and based thereon alleges, that
15 Defendants failed to use the non-discretionary, monetary and non-monetary shift
16 differential/commission/bonus/performance/incentive pay to calculate the regular
17 rate of pay used to calculate premium pay for the payment of overtime wages, meal
18 premiums, and rest premiums, where Plaintiffs and the other class members and
19 aggrieved employees earned non-discretionary, monetary and non-monetary shift
20 differential/ commission/bonus/performance/incentive pay and premium pay for
21 overtime wages, meal premiums, and rest premiums in the same workweek

22 37. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants failed to provide Plaintiff and the other class members and aggrieved
24 employees all required rest and meal periods during the relevant time period as
25 required under the Industrial Welfare Commission Wage Orders and thus they are
26 entitled to any and all applicable premium pay and penalties.

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38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to relieve Plaintiff and the other class members and aggrieved employees of all duties, failed to relinquish control over Plaintiff and the other class members' and aggrieved employees' activities, failed to permit Plaintiff and the other class members and aggrieved employees a reasonable opportunity to take, and impeded or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide, authorize, and permit Plaintiff and other class members and aggrieved employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) hour to fourteen (14) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

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41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's and aggrieved employee's regular rate of pay when a rest period was missed, shortened, late, and/or interrupted and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, shortened, late, and/or interrupted.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members and aggrieved employees worked off-the-clock performing work duties, Defendants' failure to pay wages as a result of improper rounding, and Defendants' failing to pay reporting time pay.

43. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other class members and aggrieved employees worked more minutes per shift than Defendants credited them with having worked. Plaintiff alleges that Defendants policy, practices, and/or procedure of "rounding" resulted in time during which Plaintiff and the other class members and aggrieved employees were under control of Defendants but were not compensated.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum

1 wages, reporting time pay, and meal and rest period premiums, and they did not,
2 in fact, receive all such wages owed to them at the time of their discharge or
3 resignation.

4 45. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants knew or should have known that Plaintiff and the other class members
6 and aggrieved employees were entitled to receive all wages owed to them during
7 their employment. Plaintiff and the other class members and aggrieved employees
8 did not receive payment of all wages, including overtime wages, minimum wages,
9 reporting time pay, and meal and rest period premiums, within any time permissible
10 under California Labor Code section 204.

11 46. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Plaintiff and the other class members
13 and aggrieved employees were entitled to receive complete and accurate wage
14 statements in accordance with California law, but, in fact, they did not receive
15 complete and accurate wage statements from Defendants. The deficiencies
16 included, *inter alia*, the failure to include the accurate total number of hours worked
17 by Plaintiff and the other class members and aggrieved employees, the accurate
18 rates of pay at which Plaintiff and the class members were supposed to be paid, and
19 all meal and rest premiums owed.

20 47. Plaintiff is informed and believes, and based thereon alleges, that
21 Defendants knew or should have known that Defendants had to keep complete and
22 accurate payroll records for Plaintiff and the other class members and aggrieved
23 employees in accordance with California law, but, in fact, did not keep complete
24 and accurate payroll records. The deficiencies include, *inter alia*, the failure to
25 include the actual number of hours worked by Plaintiff and the other class members
26 and aggrieved employees, including work required to be performed off-the-clock
27 and as a result of Defendants' improper rounding practice and failure to pay
28 reporting time pay.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the use of personal phones for business-related purposes, costs incurred using their personal vehicles for work travel, and purchasing and maintaining clothing and personal protective equipment (PPE) required for work.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members and aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members and aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

50. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members and aggrieved employees for all overtime hours worked. Plaintiff and the other class members and aggrieved employees were required to work more than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a workweek without overtime compensation, at the proper rate, for all overtime hours worked.

51. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved employees.

52. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees at least minimum wages for all hours worked.

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53. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to regularly and/or consistently work in excess of six (6) days in a workweek, and Defendants required Plaintiff and the other class members and aggrieved employees to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days.

54. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest in seven (7) during each calendar month.

55. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees all wages owed to them upon discharge or resignation.

56. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

57. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one

workday and were furnished less than two (2) hours of work upon the second reporting.

58. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

59. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against U.S. RENAL CARE, INC., and DOES 1 through 100)

60. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

61. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or the first eight (8) hours worked on the seventh day in a workweek.

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63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

65. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock at the direction of Defendants, such as tasks related to providing medical care for patients, cleaning medical equipment and the work area, and communicating with supervisors about work-related issues.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate. Plaintiff and the other class members did not receive overtime compensation at one and one-half times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work.

67. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against U.S. RENAL CARE, INC., and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by

1 mutual consent of the employer and the employee only if the first meal period was
2 not waived.

3 74. During the relevant time period, Plaintiff and the other class
4 members who were scheduled to work for a period of time no longer than six (6)
5 hours, and who did not waive their legally-mandated meal periods by mutual
6 consent, were required to work for periods longer than five (5) hours without an
7 uninterrupted off-duty meal period of not less than thirty (30) minutes and/or rest
8 period.

9 75. During the relevant time period, Plaintiff and the other class
10 members who were scheduled to work for a period of time in excess of six (6) hours
11 were required to work for periods longer than five (5) hours without an
12 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

13 76. During the relevant time period, Plaintiff and the other class
14 members' meal periods were missed, shortened, taken late, and/or were interrupted
15 as a result of Defendant's improper rounding practice and because Defendant
16 required them to perform work duties including, but not limited to, tasks related to
17 providing medical care for patients, cleaning medical equipment and the work area,
18 and communicating with supervisors about work-related issues, during what
19 should have been a duty-free meal period of not less than thirty (30) minutes.

20 77. As a result, Defendants failed to relieve Plaintiff and the other class
21 members of all duties, failed to relinquish control over Plaintiff and the other class
22 members' activities, failed to permit Plaintiff and the other class members a
23 reasonable opportunity to take, and impeded or discouraged them from taking thirty
24 (30) minute uninterrupted meal periods no later than the end of their fifth hour of
25 work for shifts lasting more than five (5) hours, and/or to take second thirty (30)
26 minute uninterrupted meal periods no later than their tenth hour of work for shifts
27 lasting more than ten (10) hours.

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78. During the relevant time period, Defendants intentionally and willfully rounded Plaintiff's and the other class members' meal punches and required them to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

79. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

80. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

81. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against U.S. RENAL CARE, INC. MARRIOTT INTERNATIONAL, INC., and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

84. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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85. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

86. During the relevant time period, Defendants required Plaintiff and other class members to work three and one-half (3½) or more hours without authorizing or permitting an off-duty, net ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

87. During the relevant time period, Plaintiff and the other class members’ rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to providing medical care for patients, cleaning medical equipment and the work area, and communicating with supervisors about work-related issues, and Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members’ activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

88. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout his employment with

Defendants, although Plaintiff was not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, he was not provided with rest period premium payments.

89. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

92. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

94. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, overtime wages, meal and rest premiums, and reporting time pay, to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, 1197.1, 1198. Defendants' failure to pay wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties, such as tasks related to providing medical care for

1 patients, cleaning medical equipment and the work area, and communicating with
2 supervisors about work-related issues, Defendants' failing to pay reporting time
3 wages, and Defendants' also implementing an improper rounding procedure.
4 Plaintiff spent time performing work duties off-the-clock throughout his
5 employment with Defendants.

6 95. Defendants' failure to pay Plaintiff and the other class members
7 wages as required violates California Labor Code sections 1194, 1197, 1197.1,
8 1198. Pursuant to those sections Plaintiff and the other class members are entitled
9 to recover the unpaid balance of their minimum wage compensation as well as
10 interest, costs, and attorney's fees, and liquidated damages in an amount equal to
11 the wages unlawfully unpaid and interest thereon.

12 96. Pursuant to California Labor Code section 1197.1, Plaintiff and the
13 other class members are entitled to recover a penalty of \$100.00 for the initial
14 failure to timely pay each employee minimum wages, and \$250.00 for each
15 subsequent failure to pay each employee minimum wages.

16 97. Pursuant to California Labor Code section 1194.2, Plaintiff and the
17 other class members are entitled to recover liquidated damages in an amount equal
18 to the wages unlawfully unpaid and interest thereon.

19 **FIFTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 201 and 202)**

21 **(Against U.S. RENAL CARE, INC. and DOES 1 through 100)**

22 98. Plaintiff incorporates by reference the allegations contained in
23 paragraphs 1 through 97, and each and every part thereof with the same force and
24 effect as though fully set forth herein.

25 99. At all relevant times herein set forth, California Labor Code sections
26 201 and 202 provide that if an employer discharges an employee, the wages earned
27 and unpaid at the time of discharge are due and payable immediately, and if an
28 employee quits his or her employment, his or her wages shall become due and

1 payable not later than seventy-two (72) hours thereafter, unless the employee has
2 given seventy-two (72) hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting.

4 100. During the relevant time period, Defendants intentionally and
5 willfully failed to pay Plaintiff and the other class members who were discharged,
6 or who provided at least seventy-two (72) hours' notice of their intention to quit,
7 their wages, earned and unpaid, immediately at the time of their discharge or
8 separation.

9 101. During the relevant time period, Defendants intentionally and
10 willfully failed to pay Plaintiff and the other class members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72)
12 hours of their leaving Defendants' employ. Plaintiffs and other class members
13 were not paid at the time of their discharge wages earned and unpaid throughout
14 their employment, including but not limited to, unpaid wages for time worked off-
15 the-clock to perform work duties, unpaid wages as a result of Defendants' rounding
16 improper practice, unpaid reporting time pay, and unpaid meal and rest period
17 premium payments.

18 102. Plaintiff was not paid at the time of his separation all wages earned
19 and unpaid throughout her employment, including but not limited to, minimum
20 wages and overtime wages for time worked off-the-clock and meal and rest period
21 premium payments for short, late, interrupted, and/or missed meal and rest periods.

22 103. Defendants' failure to pay Plaintiff and the other class members
23 who are no longer employed by Defendants' their wages, earned and unpaid, within
24 seventy-two (72) hours of their leaving Defendants' employ, is in violation of
25 California Labor Code sections 201 and 202.

26 104. California Labor Code section 203 provides that if an employer
27 willfully fails to pay wages owed, in accordance with sections 201 and 202, then
28 the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until an action is commenced; but the wages shall not
2 continue for more than thirty (30) days.

3 105. Plaintiff and the other class members are entitled to recover from
4 Defendants the statutory penalty wages for each day they were not paid, up to a
5 thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 204)**

8 **(Against U.S. RENAL CARE, INC. and DOES 1 through 100)**

9 106. Plaintiff incorporates by reference the allegations contained in
10 paragraphs 1 through 105, and each and every part thereof with the same force and
11 effect as though fully set forth herein.

12 107. At all times herein set forth, California Labor Code section 204
13 provides that all wages earned by any person in any employment between the 1st
14 and 15th days, inclusive, of any calendar month, other than those wages due upon
15 termination of an employee, are due and payable between the 16th and the 26th day
16 of the month during which the labor was performed.

17 108. At all times herein set forth, California Labor Code section 204
18 provides that all wages earned by any person in any employment between the 16th
19 and the last day, inclusive, of any calendar month, other than those wages due upon
20 termination of an employee, are due and payable between the 1st and the 10th day
21 of the following month.

22 109. At all times herein set forth, California Labor Code section 204
23 provides that all wages earned for labor in excess of the normal work period shall
24 be paid no later than the payday for the next regular payroll period.

25 110. During the relevant time period, Defendants intentionally and
26 willfully failed to pay Plaintiff and the other class members all wages due to them,
27 within any time period permissible under California Labor Code section 204.

28 ///

111. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments 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 or a 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.

114. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with itemized, complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the accurate total number of hours worked by Plaintiff and the other class members,

1 failure to list the applicable rate of pay, and failure to list all meal and rest
2 premiums due. As the employer willfully requiring work to be performed off-the-
3 clock and failing to provide, authorize, and/or permit compliant meal and rest
4 periods or to pay all premium wages owed for such failure, Defendants had the
5 information necessary to provide wage statements that accurately reflected the total
6 number of hours actually worked and the actual gross and net wages earned, yet
7 failed to do so on a systematic basis and instead provided wage statements that did
8 not reflect the time worked off-the-clock, time worked as a result of improper
9 rounding, or all meal and rest period premiums earned.

10 115. As a result of Defendants' violation of California Labor Code
11 section 226(a), Plaintiff and the other class members have suffered injury and
12 damage to their statutorily-protected rights. Because Plaintiff and the other putative
13 class members' wage statements did not reflect the accurate number of hours
14 worked, Plaintiff and the putative class members were unable to determine the total
15 amount of hours they worked, were unable to determine the total amount of
16 compensation they were owed, and were unable to verify they were paid the proper
17 amount. In order to determine how much Plaintiff and the other putative class
18 members should have been paid, Plaintiff and the other putative class members
19 would have had to engage in discovery and mathematical computations in order to
20 reconstruct the missing information.

21 116. More specifically, Plaintiff and the other class members have been
22 injured by Defendants' intentional and willful violation of California Labor Code
23 section 226(a) because they were denied both their legal right to receive, and their
24 protected interest in receiving, accurate and itemized wage statements pursuant to
25 California Labor Code section 226(a).

26 117. Plaintiff and the other class members are entitled to recover from
27 Defendants the greater of their actual damages caused by Defendants' failure to
28 comply with California Labor Code section 226(a), or an aggregate penalty not

1 exceeding four thousand dollars per employee. Because Plaintiff and the other class
2 members' wage statements did not reflect the accurate number of hours worked,
3 Plaintiff and the other class members were unable to determine the total amount
4 they were owed, and were unable to verify whether they were paid the proper
5 amount. In order to determine how much Plaintiff and the other class members
6 should have been paid, Plaintiff and the other class members would have had to
7 engage in discovery and mathematical computations in order to reconstruct the
8 missing information.

9 118. Plaintiff and the other class members are also entitled to injunctive
10 relief to ensure compliance with this section, pursuant to California Labor Code
11 section 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Violation of California Labor Code § 1174(d))**

14 **(Against U.S. RENAL CARE, INC. and DOES 1 through 100)**

15 119. Plaintiff incorporates by reference the allegations contained in
16 paragraphs 1 through 118, and each and every part thereof with the same force and
17 effect as though fully set forth herein.

18 120. Pursuant to California Labor Code section 1174(d), an employer
19 shall keep, at a central location in the state or at the plants or establishments at
20 which employees are employed, payroll records showing the hours worked daily
21 by and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or
23 establishments. These records shall be kept in accordance with rules established
24 for this purpose by the commission, but in any case shall be kept on file for not less
25 than two years.

26 121. Defendants have intentionally and willfully failed to keep accurate
27 and complete payroll records showing the hours worked daily and the wages paid,
28 to Plaintiff and the other class members.

122. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

123. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

124. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 123, and each and every part thereof with the same force and effect as though fully set forth herein.

125. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

126. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including but not limited to, the use of personal phones for business-related purposes, costs incurred using their personal vehicles for work travel, and purchasing and maintaining clothing and personal protective equipment (PPE) required for work.

127. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

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128. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

129. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

130. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

131. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

132. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to provide a day of

rest violate California Labor Code sections 551 and 552. Defendants’ policies and practices of failing to pay wages (including, *inter alia*, regular, overtime, and reporting time wages) required by the law violate California Labor Code sections 1194, 1197, 1197.1, and 1198. Moreover, Defendants’ policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

133. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

134. Plaintiff and the other class members have been personally injured by Defendants’ unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

135. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences March 3, 2017; an award of attorneys’ fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of 15 U.S.C. § 1681)

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

136. Plaintiff incorporates by reference the allegations contained in paragraphs 24 through 27, and each and every part thereof with the same force and effect as though fully set forth herein.

137. Defendants are “persons” as defined by Section 1681a(b) of the FCRA.

138. Plaintiff and the other FCRA Class members are “consumers” within the meaning of section 1681a(c) of the FCRA because they are “individuals.”

1 139. A credit and background report qualifies as a “consumer report”
2 within the meaning of Section 1681a(d)(1).

3 140. Section 1681b(b)(2)(A) requires that a clear and conspicuous
4 disclosure be made in writing:

5 Conditions for furnishing and using consumer reports for employment
6 purposes except as provided in subparagraph (B), a person may not procure a
7 consumer report, or cause a consumer report to be procured, for employment
8 purposes with respect to any consumer, unless—

9 (i) A clear and conspicuous disclosure has been made in writing to the
10 consumer before the report is procured or cause to be procured, in a
11 document that consists solely of the disclosure, that a consumer report
12 may be obtained for employment purposes; and

13 (ii) The consumer has authorized in writing (which authorization may be
14 made on the document referred to in clause (i)) the procurement of the
15 report by that person.

16 141. Plaintiff is informed and believes, and based thereon alleges, that in
17 evaluating Plaintiff and the other FCRA Class members for employment,
18 Defendants procured, or caused to be procured, consumer reports.

19 142. Defendants failed to provide disclosures to Plaintiff and the other
20 FCRA Class members that were clear and conspicuous in a stand-alone document
21 and failed to obtain written authorization prior to procuring, or causing to be
22 procured, consumer reports regarding Plaintiff and other FCRA Class members.

23 143. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants have a policy and practice of procuring, or causing to be procured,
25 consumer reports for applicants and employees, including Plaintiff and the other
26 FCRA Class members, without informing them of their right to request a summary
27 of their rights under the FCRA at the same time as the disclosure explaining that a
28 report may be made.

144. Defendants' failure to provide the required disclosures and/or to obtain a written authorization for procuring a consumer report was a willful violation section 1681b(b)(2)(A) of the FCRA.

145. Plaintiff alleges, upon information and belief, that the violations of the FCRA were willful based on the clear statutory text and regulatory guidance requiring a clear and conspicuous disclosure in a stand-alone document and a written authorization prior to procuring, or causing to be procured, a consumer report.

146. Plaintiff and the FCRA Class members have been deprived of their consumer rights and prevented from making informed decision about whether to permit Defendants to obtain their personal information and have been injured by the violation of their privacy and statutory rights as a result of Defendants' procurement of consumer reports in violation of the FCRA.

147. Plaintiff and the other FCRA Class members are entitled to all remedies available under 15 U.S.C. section 1681n including statutory damages and/or actual damages, punitive damages, injunctive and equitable relief, and attorneys' fees and costs.

148. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. 1681o, including statutory damages and attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against U.S. RENAL CARE, INC. and DOES 1 through 100)

149. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 11, 17 through 26, and 28 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

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150. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

151. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

152. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

153. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

154. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

155. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section

226.7.

Failure to Pay Minimum Wages

156. Defendants' failure to pay legally required wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197, 1197.1, and 1198.

Failure to Timely Pay Wages Upon Termination

157. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

158. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

159. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

160. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

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Failure to Pay Reporting Time Pay

161. Defendants' failure to pay reporting time pay to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code 1198.

Failure to Provide a Day of Rest

162. Defendants' failure to provide a day of rest to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 551 and 552 constitutes unlawful or unfair activity prohibited by California Labor Code 1198.

Failure to Reimburse Necessary Business-Related Expenses and Costs

163. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

164. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

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c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

165. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

166. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

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As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by

1 California Labor Code section 1174(d);

2 45. For actual, consequential and incidental losses and damages,
3 according to proof;

4 46. For statutory penalties pursuant to California Labor Code section
5 1174.5; and

6 47. For such other and further relief as the Court may deem just and
7 proper.

8 **As to the Ninth Cause of Action**

9 48. That the Court declare, adjudge and decree that Defendants violated
10 California Labor Code sections 2800 and 2802 by willfully failing to reimburse
11 Plaintiff and the other class members for all necessary business-related expenses
12 as required by California Labor Code sections 2800 and 2802;

13 49. For actual, consequential and incidental losses and damages,
14 according to proof;

15 50. For the imposition of civil penalties and/or statutory penalties;

16 51. For reasonable attorneys' fees and costs of suit incurred herein; and

17 52. For such other and further relief as the Court may deem just and
18 proper.

19 **As to the Tenth Cause of Action**

20 53. That the Court decree, adjudge and decree that Defendants violated
21 California Business and Professions Code sections 17200, et seq. by failing to
22 provide Plaintiff and the other class members all overtime compensation due to
23 them, failing to provide all meal and rest periods to Plaintiff and the other class
24 members, failing to pay all wages due to Plaintiff and the other class members,
25 failing to pay Plaintiff's and the other class members' wages timely as required by
26 California Labor Code section 201, 202 and 204 and by violating California Labor
27 Code sections 226(a), 551, 552, 1174(d), 2800 and 2802.

28 ///

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. That the Court decree, adjudge and decree that Defendants violated California 15 U.S.C. § 1681b by failing to provide the required disclosure and/or by failing to obtain authorization prior to procuring, or causing the be procured, consumer reports regarding Plaintiff and the other class members.

60. For actual damages and/or statutory damages pursuant to 15. U.S.C. § 1681n;

61. For punitive damages pursuant to 15. U.S.C. §1681n;

62. For actual damages pursuant to 15 U.S.C. §1681o;

63. For reasonable attorneys' fees and costs of suit incurred herein; and

64. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

65. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of

California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders, including, *inter alia*, Wage Orders 4-2001, and 5-2001; and

66. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 2, 2023

LAWYERS for JUSTICE, PC

By: 
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

EXHIBIT 2

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MRW

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you worked as an employee in a non-exempt position in California during the California Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the California Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a California Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Manuel Bruno v. U.S. Renal Care, Inc.*” Case No. 2:21-cv-04617-FLA-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims and Addendum No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Manuel Bruno as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff’s claims or U.S. Renal Care’s defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a California Class Member, you need not take any action to receive an Individual California Settlement Payment, but you have the opportunity to request exclusion from the California Class Settlement (in which case you will not receive an Individual California Settlement Payment), object to

the California Class Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the California Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who used to work as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former non-exempt employees who worked at U.S. Renal Care in California. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendants

Aaron H. Cole (SBN 236655)
Omar M. Aniff (SBN 315446)
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Tel: (714) 800-7900 / Fax: (714) 754-1298

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Fund (i.e., \$875,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **\$2,500,000.00** (the “Gross Settlement Fund”) to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$875,000.00** and reasonable litigation costs and expenses not to exceed **\$17,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$516,600.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$387,450.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$129,150.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **\$7,500.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$755,865.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$283,035.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below (“Settlement California Class Member”) will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of workweeks you worked at U.S. Renal Care during the California Class Period. The average Individual California Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to California Class Members.** Your payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of workweeks you worked at U.S. Renal Care.

The calculation of Individual California Settlement Payments is based on data provided by U.S. Renal Care. U.S. Renal Care’s records will be determinative with respect to the number of workweeks California Class Members worked.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$129,150.00 (the “PAGA Group Member Amount”) will be distributed to all current and former non-exempt employees of U.S. Renal Care in California during the period February 19, 2020 through February 28, 2023 (“PAGA Period”) on a pro rata basis based on the total number of workweeks worked by each current and former non-exempt employee of U.S. Renal Care in California during the PAGA Period (“PAGA Group Member”).

Your Workweeks Based on U.S. Renal Care’s Records:

According to U.S. Renal Care’s records:

From March 3, 2019 through February 28, 2023 (i.e., California Class Period), you were employed by U.S. Renal Care as a non-exempt employee in California for [REDACTED] Compensable Work Weeks.

From February 19, 2020 through February 28, 2023 (i.e., PAGA Period), you were employed by U.S. Renal Care as a non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual California Settlement Payment and Individual PAGA Settlement Payment:

Payments will be made to Settlement California Class Members and PAGA Group Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks worked by each Settlement California Class Member during the California Class Period and based on the number of Compensable Pay Periods worked by each PAGA Group Member during the PAGA Period.

Under the terms of the Settlement, your Individual California Settlement Payment is estimated to be \$ [REDACTED]. The Individual California Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual California Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members and PAGA Group Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

“Released California Class Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the California Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, and overtime; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all wages timely at the time of termination and/or during employment; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to keep requisite payroll records; (g) failure to indemnify necessary business expenses; (h) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Released PAGA Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant’s alleged failure to: (a) pay all wages due, including minimum wages, straight time, and overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide complete, accurate, or properly formatted wage statements; (f) keep requisite payroll records; and (g) indemnify necessary business expenses.

“Released Parties” means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement California Class Members and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released California Class Claims and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a California Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund and from the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the California Class Settlement, you must submit a written statement requesting to be excluded from the California Class postmarked no later than [Response Deadline] ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net California Settlement Fund, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the California Class Settlement, you will still receive your share of the PAGA Settlement Amount and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class, you may object to the California Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Settlement California Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**

EXHIBIT 3

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MRW

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you worked as an employee or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a FCRA Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Manuel Bruno v. U.S. Renal Care, Inc.*” Case No. 2:21-cv-04617-FLA-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims and Addendum No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Manuel Bruno as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff’s claims or U.S. Renal Care’s defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a FRCA Class Member, you need not take any action to receive an Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the FCRA Class Settlement (in which case you will not receive an Individual FCRA Settlement Payment) or object to the FCRA Class Settlement, , if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who used to work as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all of U.S. Renal Care's current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care for whom a background check was performed during the FCRA Class Period. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendants

Aaron H. Cole (SBN 236655)
Omar M. Aniff (SBN 315446)
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Tel: (714) 800-7900 / Fax: (714) 754-1298

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Fund (i.e., \$875,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **\$2,500,000.00** (the “Gross Settlement Fund”) to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$875,000.00** and reasonable litigation costs and expenses not to exceed **\$17,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$516,600.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$387,450.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$129,150.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **\$7,500.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$755,865.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$283,035.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> and has also been filed with the Clerk of the Court.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Settlement FCRA Class Member”) will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$755,865.00

Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount.

Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be \$_____ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual FCRA Settlement Payment reflected in this Notice is only an estimate. Your actual Individual FCRA Settlement Payment may be higher or lower.

Once the settlement checks are mailed, Settlement FCRA Class Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the

parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

“Released FCRA Class Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.*, the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.*, California Business & Professions Code §§ 17200 *et seq.*, and similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Released Parties” means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement FCRA Class Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released FCRA Class Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

- A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the FCRA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the FCRA Class Settlement, you must submit a written statement requesting to be excluded from the FCRA Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Settlement FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**

EXHIBIT 4

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MRW

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you worked as an employee in a non-exempt position in California during the California Class Period, and worked or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the California Class Settlement and/or FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Manuel Bruno v. U.S. Renal Care, Inc.*” Case No. 2:21-cv-04617-FLA-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims and Addendum No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Manuel Bruno as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff’s claims or U.S. Renal Care’s defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Class Member, you need not take any action to receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the California Class Settlement and/or FCRA Class Settlement (in which case you will not receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment), object to the California Class Settlement and/or FCRA Class Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the California Class and the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who used to work as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former non-exempt employees who worked at U.S. Renal Care in California, and all of U.S. Renal Care's current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care for whom a background check was performed during the FCRA Class Period. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendants

Aaron H. Cole (SBN 236655)
Omar M. Aniff (SBN 315446)
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Tel: (714) 800-7900 / Fax: (714) 754-1298

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Fund (i.e., \$875,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **\$2,500,000.00** (the “Gross Settlement Fund”) to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$875,000.00** and reasonable litigation costs and expenses not to exceed **\$17,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$516,600.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$387,450.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$129,150.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **\$7,500.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$755,865.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$283,035.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below (“Settlement California Class Member”) will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of workweeks you worked at U.S. Renal Care during the California Class Period. The average Individual California Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to California Class Members.** Your payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of workweeks you worked at U.S. Renal Care.

The calculation of Individual California Settlement Payments is based on data provided by U.S. Renal Care. U.S. Renal Care’s records will be determinative with respect to the number of workweeks California Class Members worked.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$129,150.00 (the “PAGA Group Member Amount”) will be distributed to all current and former non-exempt employees of U.S. Renal Care in California during the period February 19, 2020 through February 28, 2023 (“PAGA Period”) on

a pro rata basis based on the total number of workweeks worked by each current and former non-exempt employee of U.S. Renal Care in California during the PAGA Period (“PAGA Group Member”).

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Settlement FCRA Class Member”) will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$755,865.00

Your Workweeks Based on U.S. Renal Care’s Records:

According to U.S. Renal Care’s records:

From March 3, 2019 through February 28, 2023 (i.e., California Class Period), you were employed by U.S. Renal Care as a non-exempt employee in California for [REDACTED] Compensable Work Weeks.

From February 19, 2020 through February 28, 2023 (i.e., PAGA Period), you were employed by U.S. Renal Care as a non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual California Settlement Payment, Estimated Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment:

Payments will be made to Settlement California Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks worked by each Settlement California Class Member during the California Class Period, and payments will be made to PAGA Group Members based on the number of Compensable Pay Periods worked by each PAGA Group Member during the PAGA Period.

Under the terms of the Settlement, your Individual California Settlement Payment is estimated to be \$[REDACTED]. The Individual California Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual California Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be \$[REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement

goes into effect.

Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount.

Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

“Released California Class Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the California Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, and overtime; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all wages timely at the time of termination and/or during employment; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to keep requisite payroll records; (g) failure to indemnify necessary business expenses; (h) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Released FCRA Class Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.*, the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.*, California Business & Professions Code §§ 17200 *et seq.*, and similar claims under other state laws,

including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Released PAGA Claims” means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant’s alleged failure to: (a) pay all wages due, including minimum wages, straight time, and overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide complete, accurate, or properly formatted wage statements; (f) keep requisite payroll records; and (g) indemnify necessary business expenses.

“Released Parties” means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released California Class Claims, Released FCRA Class Claims, and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

- A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund, the FCRA Settlement Amount, and/or the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two

below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the California Class Settlement and/or FCRA Class Settlement, you must submit a written statement requesting to be excluded from the California Class and/or FCRA Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement and/or FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net California Settlement Fund and/or FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the California Class Settlement and/or FCRA Class Settlement, you will still receive your share of the PAGA Settlement and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class, you may object to the California Class Settlement, and if you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement and/or FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement and/or FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Settlement California Class Members and/or Settlement FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**