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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 MANUEL BRUNO, individually, and on
12 behalf of other members of the general
13 public similarly situated and on behalf of
14 other aggrieved employees pursuant to
15 the California Private Attorneys General
16 Act,

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18 Plaintiff,

19 vs.

20 U.S RENAL CARE, INC., an unknown
21 business entity; and DOES 1 through
22 100, inclusive,

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24 Defendants.
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Case No. 2:21-CV-04617-FLA-MBKx

Honorable Fernando L. Aenlle-Rocha
Department 6B

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA
SETTLEMENT AND JUDGMENT
(DKT NO. __)**

Date: December 5, 2025
Time: 2:00 p.m.
Department: 6B

Complaint Filed: March 3, 2021
FAC Filed: June 24, 2021
SAC Filed: September 5, 2024
Trial Date: None Set

1 This matter has come before the Honorable Fernando L. Aenlle-Rocha, in
2 Courtroom 6B of the United States District Court for the Central District of
3 California, located at First Street Courthouse, 350 West 1st Street, 6th Floor, Los
4 Angeles, California 90012, on Plaintiff Manuel Bruno’s (“Plaintiff”) Motion for
5 Final Approval of Class Action and PAGA Settlement (“Motion for Final
6 Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Ogletree,
7 Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant U.S. Renal
8 Care, Inc. (“Defendant”) (together with Plaintiff, the “Parties”).

9 On March 11, 2025, the Court entered the Corrected Order Granting Motion
10 for Preliminary Approval of Class Action and PAGA Settlement [Dkt. 74] (Doc. No.
11 77) (“Preliminary Approval Order”), thereby preliminarily approving the settlement
12 of the above-entitled action (“Action”) in accordance with the Second Amended
13 Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
14 (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
15 exhibits annexed thereto set forth the terms and conditions for settlement of the
16 Actions.

17 On November 7, 2025, Plaintiff filed the Motion for Final Approval, thereby
18 seeking final approval of the Settlement and for all payments allocated and provided
19 for by the Settlement Agreement, including and not limited to the Individual
20 California Settlement Payment to Settlement California Class Members, Settlement
21 Administrator Costs, the FCRA Settlement Amount, and the PAGA Settlement
22 Amount.

23 The Court, having considered Plaintiff’s Motion for Final Approval and
24 finding good cause therefore, hereby GRANTS the Motion for Final Approval and
25 ORDERS as follows:

- 26 1. The Motion for Final Approval is granted in its entirety.
- 27 2. This Order Granting Final Approval of Class Action and PAGA
28 Settlement and Judgment (“Final Approval Order and Judgment”) incorporates by

1 reference the definitions in the Settlement Agreement and Preliminary Approval
2 Order, and all capitalized terms used herein, but not defined, shall have the same
3 meanings as in the Settlement Agreement and Preliminary Approval Order.

4 3. Unless otherwise specified, all citations and references to the Private
5 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
6 (“PAGA”) are to the version of that statute prior to the recent amendment effective
7 July 1, 2024; the amended statute does not apply to the Actions or the Settlement
8 pursuant to California Labor Code section 2699(v)(1), as amended, because the
9 notice to the Labor and Workforce Development Agency (“LWDA”) was filed prior
10 to June 19, 2024.

11 4. This Court has jurisdiction over the Class Members as it pertains to the
12 Actions and the claims asserted in the Actions. The Court also has jurisdiction over
13 all parties to the Actions as it pertains to the Actions and the claims asserted in the
14 Actions.

15 5. With respect to the California Class (as defined below) and for purposes
16 of approving this Settlement only, this Court finds that: (a) the members of the
17 California Class are ascertainable and so numerous that joinder of all members is
18 impracticable; (b) there are questions of law or fact common to the California Class,
19 and there is a well-defined community of interest among members of the California
20 Class with respect to the subject matter of the Actions; (c) the claims of Plaintiff are
21 typical of the claims of the members of the California Class; (d) a class action is
22 superior to other available methods for an efficient adjudication of this controversy;
23 and (e) the counsel of record for Plaintiff, Lawyers *for* Justice, PC, is qualified to
24 serve as counsel for the California Class.

25 6. The Court hereby makes final its earlier provisional certification of the
26 California Class for purposes of the California Class Settlement, as set forth in the
27 Preliminary Approval Order. The California Class is hereby defined to include: all
28 current and former non-exempt employees of Defendant in California during the

1 California Class Period (i.e., the period from March 3, 2019 through February 28,
2 2023) (or if any such person is incompetent, deceased, or unavailable due to military
3 service, the person's legal representative or successor in interest evidenced by
4 reasonable verification) ("California Class" or "California Class Members").

5 7. The FCRA Class Members for purposes of the FCRA Class Settlement
6 are hereby defined to consist of the following individuals: all of Defendant's current
7 and former employees and applicants for employment in the United States who
8 applied for a job with Defendant for whom a background check was performed
9 during the FCRA Class Period (i.e., the period from March 3, 2019 through February
10 28, 2023) (or if any such person is incompetent, deceased, or unavailable due to
11 military service, the person's legal representative or successor in interest evidenced
12 by reasonable verification) ("FCRA Class Members") (together with the California
13 Class Members, the "Class" or "Class Members").

14 8. The aggrieved employees for purposes of the PAGA Settlement are
15 hereby defined to consist of the following individuals: all current and former non-
16 exempt employees of Defendant in California during the PAGA period (i.e., the
17 period from February 19, 2020 through February 28, 2023) (or if any such person is
18 incompetent, deceased, or unavailable due to military service, the person's legal
19 representative or successor in interest evidenced by reasonable verification)
20 ("PAGA Group" or "PAGA Group Members").

21 9. The Court confirms Arby Aiwarzian, Joanna Ghosh, Brian J. St. John,
22 and Selena Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class
23 Counsel"), and Plaintiff Manuel Bruno as representative of the Class ("Class
24 Representative").

25 10. The three (3) versions of the Notice of Pendency of Class Action
26 Settlement and Hearing Date for Court Approval ("Notice of Class Action
27 Settlement" or "Class Notice") that was provided to the Class Members, fully and
28 accurately informed the Class Members of all material elements of the Settlement

1 and of their opportunity to participate in, object to or comment thereon, or to seek
2 exclusion from, the California Class Settlement and/or FCRA Class Settlement; was
3 the best notice practicable under the circumstances; was valid, due, and sufficient
4 notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The
6 Class Notice fairly and adequately described the Settlement and provided Class
7 Members with adequate instructions and a variety of means to obtain additional
8 information. The Court therefore determined that all members of the Class have been
9 given proper and adequate notice of the Settlement.

10 11. The Court hereby grants final approval of the Settlement and finds that
11 it is fair, reasonable and adequate, and in the best interests of the Class as a whole.
12 The Court finds that the Settlement satisfies the standards for final approval of a
13 class action settlement under federal law. More specifically, the Court finds that the
14 Settlement was reached following meaningful discovery and investigation
15 conducted by Class Counsel; that the Settlement is the result of serious, informed,
16 adversarial, and arms-length negotiations between the parties; and that the terms of
17 the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
18 Court has considered all of the evidence presented, including evidence regarding the
19 strength of Plaintiff's claims; the risk, expense, and complexity of the claims
20 presented; the likely duration of further litigation; the amount offered in the
21 Settlement; the extent of investigation and discovery completed; and the experience
22 and views of Class Counsel. The Court has further considered the absence of any
23 objections to the Settlement submitted by Class Members. Accordingly, the Court
24 hereby directs that the Settlement be affected in accordance with the Settlement
25 Agreement and the following terms and conditions.

26 12. The Court finds that a full opportunity has been afforded to Class
27 Members to make objections to the California Class Settlement and/or FCRA Class
28 Settlement and a full opportunity has been afforded to Class Members to participate

1 in the Final Approval Hearing. All Class Members and other persons wishing to be
2 heard have been heard. The Court also finds that Class Members also have had a
3 full and fair opportunity to exclude themselves from the California Class Settlement
4 and/or FCRA Class Settlement. Accordingly, the Court determines that all California
5 Class Members who did not submit a valid and timely Request For Exclusion
6 (“Settlement California Class Members”) are bound by the California Class
7 Settlement and this Final Approval Order and Judgment, all FCRA Class Members
8 who did not submit a valid and timely Request For Exclusion (“Settlement FCRA
9 Class Members”) are bound by the FCRA Class Settlement and this Final Approval
10 Order and Judgment, and the State of California and all PAGA Group Members are
11 bound by the PAGA Settlement and this Final Approval Order and Judgment.

12 13. The Court finds that the allocation of \$258,300.00 toward penalties
13 under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*
14 (“PAGA Settlement Amount”), is fair, reasonable, and appropriate, and hereby
15 approved. The Settlement Administrator shall distribute the PAGA Settlement
16 Amount as follows: the amount of \$193,725.00 to the California Labor and
17 Workforce Development Agency (“LWDA”) (“LWDA Payment”), and the amount
18 of \$64,575.00 (“PAGA Group Member Amount”) to be distributed to PAGA Group
19 Members, in accordance with the terms and methodology set forth in the Settlement
20 Agreement.

21 14. The Court finds that the FCRA Settlement Amount in the amount of
22 \$377,932.50 is fair, reasonable, and appropriate, and hereby approved. It is hereby
23 ordered that the Settlement Administrator shall distribute the FCRA Settlement
24 Amount to the Settlement FCRA Class Members in the amount of \$377,932.50, in
25 accordance with the terms and methodology set forth in the Settlement Agreement.

26 15. The Court finds that payment of Settlement Administrator Costs in the
27 amount of \$45,000.00 is appropriate for the services performed and costs incurred
28 and to be incurred for the notice and settlement administration process. It is hereby

1 ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to
2 itself in the amount of \$45,000.00, in accordance with the terms and methodology
3 set forth in the Settlement Agreement.

4 16. The Court hereby enters Judgment by which Settlement California
5 Class Members shall be conclusively determined to have given a release of any and
6 all Released California Class Claims against any and all Released Parties, Settlement
7 FCRA Class Members shall be conclusively determined to have given a release of
8 any and all Released FCRA Class Claims against any and all Released Parties, and
9 PAGA Group Members and the State of California shall be conclusively determined
10 to have given a release of any and all Released PAGA Claims against any and all
11 Released Parties, as set forth in the Settlement Agreement and Class Notice.

12 17. It is hereby ordered that Defendant shall fund the Gross Settlement
13 Fund, plus the employer's share of payroll taxes due on the portion of the Individual
14 California Settlement Payments that is allocated to wages, within fourteen (14)
15 calendar days after the Effective Date, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 18. It is hereby ordered that within seven (7) calendar days of the receipt of
18 the Gross Settlement Fund, the Settlement Administrator shall distribute: (a)
19 Individual California Settlement Payments to Settlement California Class Members;
20 (b) Individual FCRA Settlement Payments to Settlement FCRA Class Members; (c)
21 Individual PAGA Settlement Payments to PAGA Group Members; (d) LWDA
22 Payment to the LWDA; (e) Class Representative Service Award to Plaintiff; (f)
23 Class Counsel Award to Class Counsel; and (g) Settlement Administrator Costs to
24 the Settlement Administrator, in accordance with the terms and methodology set
25 forth in the Settlement Agreement.

26 19. It is hereby ordered that each Individual Class Settlement Payment,
27 Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment
28 will be valid and negotiable for one hundred and eighty (180) calendar days from

the date the checks are issued, and thereafter, shall be canceled. All funds associated with such canceled checks will be transmitted to the State of California Office of the Controller Unclaimed Property Division in the name of the Settlement Class Members and/or PAGA Group Member who did not cash his/her/their Settlement check, according to the methodology and terms set forth in the Settlement Agreement. Settlement California Class Members whose Individual California Settlement Payment checks are cancelled shall, nevertheless, be bound to the California Class Settlement. Settlement FCRA Class Members whose Individual FCRA Settlement Payment checks are cancelled shall, nevertheless, be bound to the FCRA Class Settlement. PAGA Group Members whose Individual PAGA Settlement Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

20. After entry of this Final Approval Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required to be provided to Class Members. A copy of this Final Approval Order and Judgment shall be posted on the Settlement Administrator's website, which is accessible to Class Members, for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

IT IS SO ORDERED.

Dated: _____

Honorable Fernando L. Aenlle-Rocha
United States District Judge