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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARTHA MARTINEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

NATIONAL RENAL CARE, LLC and
DOES 1 to 10,

Defendants.

Case No. 21STCV33729
Assigned to Hon. Kenneth R. Freeman, Dept. 14

~~PROPOSED~~ FINAL JUDGMENT

Date: December 19, 2023
Time: 10:00 a.m.
Place: Dept. 14
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Action Filed: September 10, 2021

FILED
Superior Court of California
County of Los Angeles
02/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1 **FINAL JUDGMENT**

2 The Unopposed Motion for Final Approval of Class Action Settlement came on for hearing
3 before this Court, the Honorable Kenneth R. Freeman presiding, on December 19, 2023. The Court,
4 having considered the papers submitted in support of the Motion and having heard oral argument of the
5 parties, found good cause to grant Plaintiff's Motion for Final Approval.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court had jurisdiction over the subject matter of this Action and over all parties to
8 this Action, including all members of the Settlement Class. Pursuant to Code of Civil Procedure section
9 382 and Rule 3.769 of the California Rules of Court, the Court granted final approval of the Settlement
10 as set forth in the Class Action and PAGA Settlement Agreement (the "Settlement").

11 2. The Court certified a Settlement Class as defined in the Settlement pursuant to the terms
12 and conditions of the Settlement and solely for the purposes set forth therein. The Settlement Class is
13 defined as:

14 All persons employed by National Renal Care, LLC as non-exempt hourly employees in
15 California from September 10, 2017 to December 31, 2021.

16 Excluded from the Settlement Class are all Persons who properly and timely elect to opt out.

17 3. Release by Settlement Class Members and Plaintiff: Plaintiff and every member of the
18 Settlement Class (except those who opt out) will fully and forever completely and irrevocably release
19 and discharge the Released Parties, as follows:

20 Plaintiff's Release. Plaintiff and her respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
22 release and discharge Released Parties from all claims, transactions, or occurrences that
23 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
24 reasonably could have been, alleged, based on the facts contained, in the Operative
25 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
26 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
27 ascertained during the Action and released by Participating Class Members who are not
28 Aggrieved Employees. Plaintiff's Release does not extend to any claims or actions to
enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
disability benefits, social security benefits, workers' compensation benefits that arose at
any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
Plaintiff may discover facts or law different from, or in addition to, the facts or law that
Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
shall be and remain effective in all respects, notwithstanding such different or additional
facts or Plaintiff's discovery of them.

1 Release by Participating Class Members Who Are Not Aggrieved Employees: All
2 Participating Class Members, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
4 release Released Parties from (i) all claims that were alleged, or reasonably could have
5 been alleged, based on the Class Period facts stated in the Operative Complaint and
6 ascertained in the course of the Action including, but not limited to, all
7 statutes/ordinances referenced in the Operative Complaint and corresponding provisions
8 of the California Industrial Welfare Commission Wage Orders and the California Code of
9 Regulations, including but not limited to (1) the California Code of Regulations, Title 8,
10 §11050, (2) Labor Code Sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 226, 226.3,
11 226.7, 510-511, 512, 515, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, and 2698 *et*
12 *seq.*, as related to the above claims, (3) the Fair Labor Standards Act, 29 U.S.C. § 201 *et*
13 *seq.*, Participating Class Members who negotiate or otherwise deposit their Settlement
14 Payment Check will be deemed to have opted into the Action for purposes of the Fair
15 Labor Standards Act (“FLSA”) and as to those Class Members, they expressly waive
16 and release any FLSA claims arising during the Class Period and reasonably related to
17 the claims and allegations in the Operative Complaint. This release excludes the release
18 of claims not permitted by law. The following language will be printed on the reverse of
19 each Settlement Payment Check, or words to this effect: “By endorsing or otherwise
20 negotiating this check, I acknowledge that I read, understood, and agree to the terms set
21 forth in the Notice of Class Action Settlement and I consent to join in the FLSA portion
22 of the Action, elect to participate in the settlement of the FLSA claims, and agree to
23 release all of my FLSA claims that are covered by the Settlement,” and (4) all related
24 federal, state or local statutes, common law, ordinances, regulations, or provisions
25 relating to the facts and claims in the Action, including claims for continuing wages,
26 failure to pay wages, failure to pay wages in a timely manner, failure to pay minimum
27 wages, failure to pay overtime, failure to provide allegedly required wage statements,
28 failure to provide meal or rest breaks, liquidated damages, civil penalties, premium wages,
claims for injunctive relief and restitution under California Business & Professions Code
§ 17200, interest, costs and attorneys’ fees, including Labor Code Sections 218.5 and
218.6, Code of Civil Procedure Section 1021.5 and Civil Code Section 3287. Except as
set forth in Section 6.3 of this Agreement, Participating Class Members do not release
any other claims, including claims for vested benefits, wrongful termination, violation of
the Fair Employment and Housing Act, unemployment insurance, disability, social
security, workers’ compensation, or claims based on facts occurring outside the Class
Period.

19 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-
20 Participating Class Members who are Aggrieved Employees are deemed to release, on
21 behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
23 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
24 based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
25 Notice and ascertained in the course of the Action including, but not limited to, all
26 statutes/ordinances referenced in the Operative Complaint and the PAGA Notice and
27 corresponding provisions of the California Industrial Welfare Commission Wage Orders
28 and the California Code of Regulations, including but not limited to (1) the California
Code of Regulations, Title 8, §11050, *et. seq.*, (2) Labor Code Sections 201, 201.3, 202,
203, 204, 204.1, 204.2, 210, 226, 226.3, 226.7, 510-511, 512, 515, 558, 1174, 1182.12,
1194, 1194.2, 1197, 1198, 1198.5, and 2698 *et seq.*, as related to the above claims.

26 4. “Released Parties” means National Renal Care, LLC and each of its former and present
27 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
28 subsidiaries, and affiliates.

1 5. The Court determined that the settlement set forth in the Settlement falls within the range
2 of reasonableness. There are no objections or opt outs from the Settlement. The Court approved, as to
3 form and content, the form of Class Notice. The Court found that the Settlement Administrator (CPT
4 Group, Inc.) mailed the Class Notice, in English, to all Settlement Class Members via First Class U.S.
5 mail in accordance with the Order Granting Preliminary Approval. The Settlement Class Members had
6 sixty (60) days to request exclusion or object to the Settlement. The Court found that this procedure met
7 the requirements of due process and provided the best notice practicable under the circumstances.

8 6. For settlement purposes only, the Court found that Alan Harris and Priya Mohan of
9 Harris & Ruble have adequately represented the Class and are appointed as Class Counsel solely for the
10 purposes set forth in the Settlement. For settlement purposes only, the Court found that Plaintiff Martha
11 Martinez (“Plaintiff”) is an adequate representative of the Settlement Class and appointed him as such.

12 7. The Court approved a class representative enhancement award in the amount of \$7,500 to
13 Plaintiff Martha Martinez, which the Court determined to be fair and reasonable.

14 8. The Court awarded \$183,333 in attorneys’ fees and \$9,747 in actual costs to Class
15 Counsel, which the Court determined to be fair and reasonable.

16 9. The Court approved a net payment of \$20,625 to California’s Labor and Workforce
17 Development Agency (“LWDA”) to pay all applicable penalties under the Labor Code’s Private
18 Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2699, 2699.3, and 2699.5.

19 10. The Court approved a payment of \$8,750 to CPT Group, Inc. for services as claims
20 administrator.

21 11. All settlement checks sent to Participating Class Members and not cashed within one
22 hundred eighty (180) calendar days of issuance shall be canceled. All settlement checks sent to
23 Participating Class Members and not cashed within one hundred eighty (180) calendar days of issuance
24 shall be sent to the California State Controller’s Office: Unclaimed Property Fund.

25 12. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of
26 this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of the Judgment.
27 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court
28 and without affecting the finality of this Judgment, the Court reserves exclusive and continuing

jurisdiction over this Action, Plaintiff, the Class Members, and Defendant for the purposes of supervising:

- (a) the implementation, enforcement, construction, and interpretation of the Amended Class Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement, the plan of allocation, the Order Granting Final Approval of Class Action Settlement, and the Judgment;
- (b) distribution of amounts paid under the Settlement; and
- (c) final declaration regarding total amount actually paid to the Class Members.

13. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

14. Defendant nor any of the Released Parties shall have any further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

15. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

16. The Parties will bear their own costs and attorneys’ fees except as otherwise provided by this Court’s Order awarding Class Counsels’ award for attorneys’ fees and litigation costs.

17. By virtue of this Judgment and as of the date of this Order, the Plaintiff, the Settlement Class and the LWDA have released all “Released Claims” as defined in the Settlement Agreement which was filed with this Court in support of the Motion for Preliminary Approval of this Settlement. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Class Members may discover new facts, legal theories, or legal arguments not alleged in the operative

1 complaint in the Action but which might serve as an alternative basis for pursuing the same claims,
2 causes of action, or legal theories of relief falling within the definition of Released Claims.

3 18. Also, by virtue of this Judgment and as of the date Defendant funds the settlement,
4 Plaintiff Martha Martinez has released, in addition to the Released Claims described above, all claims,
5 whether known or unknown, under federal or state law, against the Released Parties. Plaintiff
6 understands that this release includes unknown claims and that each is, as a result, waiving all rights and
7 benefits afforded by Section 1542 of the California Civil Code, which provides: “A general release does
8 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
9 favor at the time of executing the release and that, if known by him or her, would have materially
10 affected his or her settlement with the debtor or released party.”

11 19. As of the date Defendant funds the settlement, this Judgment also bars (i) any and all
12 PAGA Aggrieved Employees, and (ii) the California Labor Workforce and Development Agency, any
13 other agency of the State of California, or any person acting on its behalf, from pursuing claims against
14 any Released Party for civil penalties recoverable under PAGA that arise out of or relate to the Released
15 Claims (“PAGA Released Claims”). The res judicata effect of the Judgment will be the same as that of
16 this release. The definition of PAGA Released Claims shall not be limited in any way by the possibility
17 that Plaintiff, the LWDA or PAGA Covered Employees may discover new facts, legal theories, or legal
18 arguments not alleged in the operative complaint in the Action but which might serve as an alternative
19 basis for pursuing the same claims, causes of action, or legal theories of relief falling within the
20 definition of PAGA Released Claims.

21 20. The Parties shall bear all their own costs and attorneys’ fees, except as otherwise set forth
22 in the Class Action and PAGA Settlement Agreement or this Judgment.

23 21. By this judgment, the Settlement Class Members shall be deemed to have, and by
24 operation of the judgment shall have, fully, finally, and forever released, relinquished and discharged all
25 Released Claims.

26 22. Plaintiff shall give notice of this Judgment to Settlement Class Members pursuant to rule
27 3.771 of the California Rules of Court, by posting an electronic copy of the Judgment on the Settlement
28 Administrator’s Website.

1 23. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
2 jurisdiction over the Parties to this action to ensure effectuation of the Settlement in accordance with the
3 terms of the Settlement and this Order/ Judgment.

4 24. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry of
5 this Order.

6 25. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered through the
7 filing of this Order and Judgment.

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9 **IT IS SO ORDERED.**

10 DATED: 02/13/2024




HON. KENNETH R. FREEMAN
LOS ANGELES SUPERIOR COURT JUDGE
Kenneth R. Freeman / Judge

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[PROPOSED] FINAL JUDGMENT