

1 **ELKIN | GAMBOA, LLP**
Michael Elkin, Esq. (SBN: 286862)
2 E-Mail: michael@elkingamboa.com
Jessica Gamboa, Esq. (SBN: 285773)
3 E-Mail: jessica@elkingamboa.com
Benjamin McLain, Esq. (SBN: 340091)
4 E-Mail: ben@elkingamboa.com
4119 W. Burbank Blvd, Suite 110
5 Burbank, California, 91505
Telephone: 323.372.1202
6 Facsimile: 323.372.1216

7 Attorneys for Plaintiff
TWINKLE TUTTLE
8
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**
12

13 LORRAINE WALTERS, JENNIFER
THORNTON, AMPARITO DOMINGUEZ,
14 TAMERIA HARTLEY, MARIEL JINN
GARCIA, MARINA MARTINEZ,
15 TWINKLE TUTTLE, MARIA SALDANA
JONES, EUNICE LEON, OSVALDO
16 LEON, ELIZABETH HARBERT, KYLE C.
BURKARDT, and CATALINA ROSALES,
17 as individuals, on behalf of themselves and
on behalf of all persons similarly situated,
18

19 Plaintiffs,

20 vs.

21 TOTAL RENAL CARE, INC., DAVITA,
22 INC., RENAL TREATMENT CENTERS-
CALIFORNIA, INC., DVA RENAL
23 HEALTHCARE, INC., DAVITA
HEALTHCARE PARTNERS, INC.,
24 VILLAGEHEALTH DM, LLC, AND
PATIENT PATHWAYS, LLC; and DOES 1
25 through 50, inclusive,

26 Defendants.
27
28

CASE NO.: 34-2022-00319163-CU-OE-GDS

**DECLARATION OF PLAINTIFF
TWINKLE TUTTLE IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: February 7, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: May 2, 2022
Trial Date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

10 3. I worked for Defendants DVA Rental Healthcare, Inc. and DaVita, Inc.
11 “Defendants”) as a non-exempt employee in the role of Registered Nurse at Defendants’ dialysis
12 center located at 11147 Washington Blvd., Whittier, California from approximately June 2004 to
13 August 27, 2020.

14
15
16
17
18
19
20
21
22

23

24

25

26

27

28

1 Additionally, because I regularly worked 13 hours per day, the time I spent driving between
2 locations was overtime for which Defendants owe me overtime wages.

3 6. With regard to rest periods, I was not allowed to leave my patients alone during
4 dialysis, and I remained present in my patients' rooms during dialysis. At the facility at which I
5 worked, it was Defendants' pattern and practice not to relieve nurses for their 10-minute rest
6 periods, and typically, from setup to tear down, one patient took me five hours to fully treat, and I
7 would treat two to three patients per day. Thus, because I could not leave my patients alone, I was
8 unable to ever take 10-minute rest periods free from all duties and was not reimbursed for those
9 missed rest periods via a rest period premium.

10 7. With regard to meal periods, Defendants only rarely (approximately once every
11 dozen shifts) relieved me for my second meal period on days on which I worked more than 10
12 hours. Thus, because I regularly worked 13 hours per shift, I frequently missed my second meal
13 period and was not reimbursed for those missed meal periods via a meal period premium. In fact,
14 sometimes I worked over 15 hours in a single shift and never was relieved for my third meal
15 period on those days and was not reimbursed for those missed meal periods via a meal period
16 premium either.

17 8. Before and during the course of litigation, I was actively involved in assisting my
18 attorneys to support the wage and hour claims asserted. My involvement began before the initial
19 complaint was filed, including providing first-hand knowledge and documentation as to
20 Defendants' practices, its ownership and corporate structure, and its wage and hour policies and
21 practices.

22 9. In addition, I provided my attorneys with all documentation provided to me by
23 Defendants during my employment and I assisted in reviewing time and payroll records with my
24 attorneys and informed them of Defendants' employment policies and whether those policies
25 matched Defendants' practices.

26 10. My attorneys called to ask me questions on multiple occasions throughout the
27 litigation and I contacted my attorneys several times to stay updated on the case and offer
28

1 assistance on any matters I could. I was also available all day during the day of mediation for this
2 matter. After the proposed Settlement was reached, I carefully reviewed the terms and discussed
3 them with my attorneys.

4 11. I knew that there was no guarantee we would be successful in this case and that
5 there was a significant chance of protracted litigation. I understood I could potentially be liable for
6 fees and costs. I realized that my name would be on a court action, and that this information could
7 be visible to others. I also understood that I may spend a significant amount of time in the
8 discovery process.

9 12. I believe that, through the present, I have spent at least 40 hours in connections
10 with this matter, which included time spent having preliminary calls with my attorneys; doing an
11 intake with my attorneys; time spent searching for documents related to my employment; time
12 spent reading and understanding the Settlement Agreement; time spent answering calls to discuss
13 Defendants' timekeeping, pay, meal and rest periods, and to review time and payroll records; time
14 spent discussing Defendants' policies and practices with my attorneys; time spent attending the
15 mediation; and time spent checking on the status of the case; among other things.

16 13. I felt that bringing this lawsuit, I could stand up not only for my rights but the
17 rights of other employees who suffered from the same unfair wage practices.

18 14. To make the proposed Settlement a reality, I agreed to a general release of all my
19 claims against Defendants and its related entities. The general release encompasses all claims I
20 may have arising out of my employment with Defendants. In contrast, I understand that the release
21 for Class Members is limited to claims alleged in this case and the release for Aggrieved
22 Employees is limited to civil penalties under PAGA for the claims alleged. I agreed to the general
23 release as a condition of settlement to resolve my claims, the claims of the Class Members, and the
24 claims of the Aggrieved employees.

25 15. Aside from payment I am eligible to receive as a Class member and Aggrieved
26 Employee and the Service Award of \$10,000 for serving as Class Representative (subject to
27 Court-Approval), I am not receiving any other benefits from this Settlement.

28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3
4 Executed on January 10, 2025, in Harbor city, California.
5
6
7
8
9

10 By: 
11 Twinkle Tuttle
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28