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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

MELYNDA SINGH, NARCISSE SANTOR,
ANNA SIBAL, JAY SINSON, and ROBERT
TAJANLANGIT, individuals, on behalf of
themselves, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

TOTAL RENAL CARE, INC., a California
Corporation; DVA RENAL HEALTHCARE,
INC., a Corporation, and Does 2 through 50,
Inclusive,

Defendants.

Case No. **CGC 16-550847**

**DECLARATION OF JAY SINSON IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 11, 2020

Hearing Time: 9:30 a.m.

Judge: Hon. Ethan Schulman

Dept: 302

Date Filed: March 8, 2016

1 I, Jay Sinson, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and a Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs'
4 Motion for Final Approval of Class Settlement and in support of my application for a service
5 award. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 2. The Defendants in this case are Total Renal Care, Inc., DVA Renal Healthcare, Inc.,
8 DaVita Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA, Kidney Care
9 RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisitions, Renal Life Link, Inc., RMS
10 LifeLink, Inc., RTC-Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West, Village Health DM,
11 LLC, GDC Resources, LLC, and Patient Pathways ("Total Renal"). I worked for Defendants as a
12 non-exempt employee from October of 2006 to approximately January of 2015. I decided to join
13 this class action lawsuit for the benefit of myself and other current and former non-exempt
14 employees of Total Renal and be a class representative because I felt that they violated my legal
15 rights as an employee and others like me because, among other things, I was subjected to
16 multiple meal and rest break violations. Specifically, although Total Renal paid me a premium
17 for some meal period violations, Total Renal failed to pay me the correct amount for those
18 violations. I was paid at my straight hourly rate rather than my "regular rate" which is a higher
19 rate because it factors in all my compensation for the work period such as non-discretionary
20 bonuses. Rest break violations are also supposed to be paid at the "regular rate" and, like meal
21 break violations, Total Renal paid me at only my straight, hourly rate in violation of California
22 law. Total Renal also failed to pay me meal and rest period premiums for all violations that
23 occurred during my employment. Total Renal also violated California labor law by issuing me
24 inaccurate wage statements which did not clearly list all the wages I was paid.

25 3. This class action case was filed on March 8, 2016. Before the lawsuit was filed I
26 spoke to my attorneys several times and discussed how Total Renal implemented its company
27 policies and procedures. I also assisted my attorneys in their investigation into my claims by
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1 providing them documents and answering their questions. I reviewed the complaint before it
2 was filed and after it was filed I was given access to an electronic file sharing program that
3 alerted me via email when important documents were filed so that I could review them and keep
4 up with the developments in the case which I understood was one of my duties as a class
5 representative. I would also call my attorneys from time to time if I had any questions about the
6 case. My attorneys were regularly available when I contacted them.

7 4. I understood that being a plaintiff/class representative in this case meant that I
8 was seeking damages for myself and other current and/or former non-exempt employees working
9 for Total Renal in California. I felt that current and former non-exempt employees working for
10 Total Renal were not aware of their labor law rights and even if they were they would probably
11 be apprehensive about speaking up or even simply because of the time, effort and risk involved
12 in filing a class action lawsuit.

13 5. I understood that being a part of this lawsuit involved risks. For example, I knew
14 there was a risk that future employers could be downgrade me as a potential hire if that company
15 ever found out I sued a former employer for labor law violations. My attorneys also explained to
16 me that if the case went to trial and we lost, I could be held responsible to pay for all or part of
17 the attorney fees and costs paid by Total Renal to defend this lawsuit. Despite the stress and
18 anxiety, I decided these risks were worth it and decided to fight for my rights and the rights of
19 others regardless of the risks, time and effort I spent on this case.

20 6. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
21 kept up to date on important developments by reviewing court filings that were made available to
22 me electronically as I described above.

23 7. This case first went to mediation on August 30, 2017 and it did not settle at that
24 time. A second mediation was held on January 22, 2019 and although I was not in attendance, I
25 was available by telephone to speak with my attorneys and did speak with them regarding the
26 terms of the settlement which was reached between the parties. I understood that I was
27 representing absent class members and therefore wanted the best possible result to be obtained
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1 for the class and I believe a great result was in fact achieved via settlement. I reviewed and
2 signed the Memorandum of Understanding on January 24, 2019 and when the settlement papers
3 were ready, I again spoke with my attorneys to review the settlement agreement which I signed
4 on May 16, 2019.

5 8. For the past forty six months I have been actively involved with this class action
6 lawsuit performing the duties described above. Although I did not keep time records, I was in
7 regular contact with my attorneys, reviewed important court filings and spent a lot of time on the
8 issues presented during the lawsuit and in the settlement process. I estimate that I spent between
9 70 to 90 hours working on this case.

10 9. My attorneys explained to me that the settlement process involves a two-step
11 review by the Court to determine whether the settlement is fair before approving the settlement.
12 I knew this process also involved notifying all class members of the settlement terms and of their
13 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
14 settlement.

15 10. I believe I did the right thing by filing this case on behalf of the class who are in
16 line to receive significant monetary payments as a result of this case and settlement. I also
17 believe that the requested enhancement of \$10,000 from the settlement is fair compensation for
18 the work I performed and the risks I undertook.

19 11. As part of the settlement it was necessary for me to sign a general release of all
20 claims I may have against the Defendants. I believe the service award I have requested provides
21 me with some compensation for this agreed release.

22 12. In light of all the time and effort I have spent on this case, the risk I undertook by
23 suing a former employer, the exposure to being responsible for paying Defendants' costs in the
24 event we did not win the case, the reputational risk that future employers may hold this lawsuit
25 against me, the general release, and in light of the size of the settlement, I believe the request for
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1 \$10,000 as a service award is fair and reasonable.
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3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.
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6 Executed on **Jan 15, 2020**, at South San Francisco, California.
7 (city, state)

8 
Jay Sinson (Jan 15, 2020)

9 Jay Sinson
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