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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MELYNDA SINGH, NARCISO 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; and Does 1 through 50, Inclusive,

Defendants.

Case No. **CGC 16-550847**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: August 14, 2019

Hearing Time: 9:30 a.m.

Reservation No. 07170814-05

Judge: Hon. Ethan P. Schulman

Dept.: 302

Action Filed: March 8, 2016

Trial Date: None Set

This matter, having come before the Superior Court of the State of California, in and for
the County of San Francisco, at 9: 30 a.m. on August 14, 2019, with Blumenthal Nordrehaug

PRELIMINARY APPROVAL ORDER

Bhowmik De Blouw LLP appearing as counsel for Plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit (“Plaintiffs”), individually and on behalf of the putative class, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appearing as counsel for Defendants Total Renal Care, Inc., DVA Renal Healthcare, Inc., DaVita Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA, Kidney Care RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisitions, Renal Life Link, Inc., RMS LifeLink, Inc., RTC-Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West, Village Health DM, LLC, GDC Resources, LLC, and Patient Pathways (“Defendants”). The Court, having carefully considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action Settlement Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Norman Blumenthal in Support of the Motion for Preliminary Approval of Class Action Settlement. This is based on the Court’s determination that the terms within the Agreement are within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court.

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

3. It appears to the Court on a preliminary basis that the Gross Settlement Amount of Eight Million Dollars (\$8,000,000) and the terms of the Agreement are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the

1 Settlement has been reached as the result of intensive, serious and non-collusive, arms-length
2 negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to Class Members is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For
12 settlement purposes only, the Court conditionally certifies the following Class: “all individuals
13 who are or previously were employed by one or more of the Defendants in California at any time
14 during the Class Period and who were classified as non-exempt.” The Class Period is March 8,
15 2012 through May 6, 2019.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the named plaintiffs are typical of the claims of the members of the
22 Class; (d) the Class Representatives fairly and adequately protect the interests of the members of
23 the Class; (e) a class action is superior to other available methods for the efficient adjudication of
24 this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

25 7. The Court provisionally appoints Plaintiffs as the Class Representatives for the
26 Class.

1 8. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP as class counsel for the Class ("Class Counsel").

3 9. The Court hereby approves, as to form and content, the Class Notice attached to
4 the Class Action Settlement Agreement as Exhibit A. The Court finds that the Class Notice
5 appears to fully and accurately inform the Class Members of all material elements of the
6 proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a
7 written opt-out request, and of each Class Members' right and opportunity to object to the
8 Settlement. The Court further finds that the distribution of the Class Notice substantially in the
9 manner and form set forth in the Agreement and this Order meets the requirements of due
10 process, is the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice
12 by first class mail, pursuant to the terms set forth in the Agreement.

13 10. The Court hereby appoints KCC Class Action Services as Settlement
14 Administrator.

15 11. The Court hereby preliminarily approves the proposed procedure for exclusion
16 from the Settlement. Any Class Member may choose to opt out of and be excluded from the
17 Class as provided in the Class Notice by following the instructions for requesting exclusion from
18 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
19 received by the deadline set forth in the Class Notice. Any such person who chooses to opt out
20 of and be excluded from the Class will not be entitled to any recovery under the Settlement and
21 will not be bound by the Settlement or have any right to object, appeal or comment thereon.
22 Class Members who have not requested exclusion will become Participating Class Members,
23 will be mailed their Settlement Share, and will be bound by all determinations of the Court, the
24 Agreement and Judgment.

25 12. A final approval hearing shall be held before this Court on _____ at
26 _____ in Department 302 of the San Francisco County Superior Court, to determine all
27 necessary matters concerning the Settlement, including: whether the proposed settlement of the
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PRELIMINARY APPROVAL ORDER

1 Action on the terms and conditions provided for in the Agreement is fair, adequate and
2 reasonable and should be finally approved by the Court; whether an Order Granting Final
3 Approval and a Judgment should be entered herein; whether the plan of allocation contained in
4 the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
5 finally approve Class Counsel's fees and litigation costs, Plaintiffs' service awards, and the
6 expenses of the Settlement Administrator.

7 13. Class Members may submit written objections by following the instructions that
8 are set forth in the Class Notice. Alternatively, Class Members shall be entitled to be heard at
9 the final approval hearing (whether individually or through separate counsel) or to orally object
10 to the Settlement at the final approval hearing. Class Members who fail to submit written
11 objections or fail to make oral objections at the final approval hearing shall be deemed to have
12 waived any objections to the Settlement.

13 14. The Settlement is not a concession or admission, and shall not be used against
14 Defendants as an admission or indication with respect to any claim of any fault or omission by
15 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
16 document, statement, proceeding or conduct related to the Settlement, nor any reports or
17 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
18 as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
19 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
20 liability, fault, wrongdoing, omission, concession or damage.

21 15. In the event the Settlement does not become effective in accordance with the
22 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or
23 fails to become effective for any reason, this Order shall be rendered null and void and shall be
24 vacated, and the Parties shall revert to their respective positions as of before entering into the
25 Agreement.

26 16. The Court reserves the right to adjourn or continue the date of the final approval
27 hearing and all dates provided for in the Agreement without further notice to Class Members,

1 and retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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4 Dated: _____

5 HON. ETHAN P. SCHULMAN
6 JUDGE, SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER