

**BLUMENTHAL NORDREHAUG BHOWMIK
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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,

Plaintiff,

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

**NOTICE OF ENTRY OF FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: February 11, 2020

Hearing Time: 9:30 a.m.

Dept.: 302

Judge: Hon. Ethan P. Schulman

Date Filed: March 8, 2016

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on February 11, 2020, the Court entered the
3 Final Approval Order and the Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order is attached hereto as Exhibit #1. A true and correct copy of the Judgment is
5 attached hereto as Exhibit #2.

6 Respectfully submitted,

7 Dated: February 12, 2020

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: 

Kyle R. Nordrehaug
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed with Blumenthal Nordrehaug Bhowmik De Blouw LLP, a
4 law office located in the County of San Diego, State of California. I am over the age of 18 and not a
party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

5 On February 12, 2020, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF FINAL APPROVAL ORDER AND JUDGMENT**

7 X (BY File & Serve Xpress): I caused each such envelope containing the above documents, to be
8 delivered by File and Serve E-service to the persons listed below:

9 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
10 Evan R. Moses
11 Aaron H. Cole
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

12 (FEDERAL EXPRESS): I caused the above-described document to be delivered via overnight
13 delivery (Federal Express), by placing a copy in a separate FEDERAL EXPRESS mailer and
14 attaching a completed Federal Express air bill, with Standard Overnight delivery/Priority
Delivery requested, and caused said mailer to be deposited in the Federal Express collection box
at San Diego, California.

15 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor
16 Workforce Development Agency via online process at the PAGA Filing website in accordance
with the procedure imposed by the LWDA.

17 X (State): I declare under penalty of perjury under the laws of the State of California that the above
18 is true and correct.

19 Executed on February 12, 2020, at La Jolla, California.

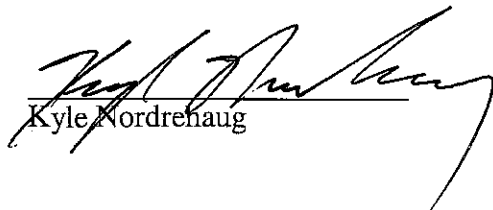
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21 Kyle Nordrehaug
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EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOW LLP**

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Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

FEB 11 2020

CLERK OF THE COURT

BY: *Gina Gonzales*
Deputy Clerk

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; and Does 1 through 50, Inclusive,
Defendants.

Case No. CGC-16-550847

~~PROPOSED~~ FINAL APPROVAL
ORDER

Hearing Date: February 11, 2020
Hearing Time: 9:30 a.m.

Judge: Hon. Ethan P. Schulman
Dept.: 302

Action Filed: March 8, 2016
Trial Date: None Set

The motion for an order finally approving the Class Action Settlement Agreement (“Agreement”) and the motion for an award of attorneys’ fees, costs and service awards duly came on for hearing on February 11, 2020 before the above entitled Court. Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared on behalf of Plaintiffs Melynda Singh, Narcisse Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit (“Plaintiffs”). Ogletree, Deakins, Nash,

FINAL APPROVAL ORDER

1 Smoak & Stewart, P.C. appeared as counsel for Defendants Total Renal Care, Inc., DVA Renal
2 Healthcare, Inc., DaVita Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of
3 CA, Kidney Care RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisitions, Renal Life
4 Link, Inc., RMS LifeLink, Inc., RTC-Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West,
5 Village Health DM, LLC, GDC Resources, LLC, and Patient Pathways ("Defendants"). The
6 Court, having considered the papers submitted in support of the motions, **HEREBY ORDERS**
7 **THE FOLLOWING:**

8
9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection
12 with the motion, the Court makes the following findings:

13 1. All terms used herein shall have the same meaning as defined in the Class
14 Action Settlement Agreement ("Agreement").

15 2. This Court has jurisdiction over the subject matter of this litigation
16 pending in the California Superior Court for the County of San Francisco ("Court"), Case No.
17 CGC-16-550847, entitled *Singh, et al. v. Total Renal Care, Inc. et al.*, and over all Parties to this
18 litigation, including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On October 10, 2019, the Court granted preliminary approval of a class-
21 wide settlement. At this same time the Court approved certification of a provisional settlement
22 class for settlement purposes only. The Court hereby confirms this Order and finally approves
23 the settlement and the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Class Notice was
26 mailed by first class mail to the Class Members at their last known addresses on or about
27 November 7, 2019. Mailing of the Class Notice to their last known addresses was the best notice
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1 practicable under the circumstances and was reasonably calculated to communicate actual notice
2 of the litigation and the proposed settlement to the members of the Class. The Court finds that
3 the Class Notice provided fully satisfies the requirements of California Rules of Court, rule
4 3.769.

5 5. The deadline for opting out or for objecting in writing was December 23,
6 2019. There was an adequate interval between notice and deadline to permit Class Members to
7 choose what to do and act on their decision. No Class Members appeared at the hearing to make
8 oral objections. In total, 17 Class Members opted out, and no Class Members objected.

9 **Fairness of the Settlement**

10 6. The Settlement is entitled to a presumption of fairness. (*Dunk v. Ford*
11 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

12 a. The Parties' settlement was reached through arm's-length
13 bargaining between the parties. There has been no collusion between the parties in reaching the
14 proposed settlement.

15 b. The Parties' investigation and discovery have been sufficient to
16 allow the court and counsel to act intelligently.

17 c. Counsel for the Plaintiffs are experienced in similar employment
18 class action litigation and have previously settled similar class claims on behalf of employees
19 claiming wage and hour violations. All counsel recommended approval of the Settlement.

20 d. The percentage of objectors and requests for exclusion is small.
21 No objections were received. 17 requests for exclusion were received.

22 e. The participation rate was high. 17, 500 Class Members will be
23 mailed a check for their Settlement Share, which represents 99.9% of the Class.

24 7. The Gross Settlement Amount to be paid by Defendants pursuant to the
25 terms of the Agreement is Eight Million Dollars (\$8,000,000). The consideration to be given to
26 the Class Members under the terms of the Settlement is fair, reasonable and adequate considering
27 the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and
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adequate compensation for the Settlement of this action and release of the Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action.

8. The Settlement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees

9. The Agreement provides for an award of up to one-third (1/3) of the Gross Settlement Amount to Class Counsel as attorneys' fees in this action, subject to the Court's approval. The Agreement also provides for an award of their actual litigation costs not to exceed \$35,000. Class Counsel requests an award of \$29,248.76 as reimbursement for litigation costs, and \$2,666,666 for attorneys' fees.

10. An award of \$2,666,666 for attorneys' fees and \$29,248.76 for litigation costs is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the common fund, which is reasonable and within the generally accepted range for fee awards in common fund cases.

Service Awards

11. The Agreement provides for a service award of up to \$10,000 each as Class Representative Service Payments to the plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit. The amounts of these payments are reasonable in light of the risks and burdens undertaken by the Plaintiffs in the Action.

Settlement Administration Expenses

12. The Agreement provides for settlement administration expenses in an amount not to exceed \$82,000. The Declaration of the Settlement Administrator provides that the actual settlement administration expenses were \$82,000. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

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1 7. The PAGA payment of \$100,000, to be allocated 25% allocated to Class
2 Members as part of the Net Settlement Amount, and 75% to the Labor and Workforce
3 Development Agency, is approved.

4 8. As of the date of this Final Approval Order, except as to such rights or
5 claims that may be created by the Settlement, each and every "Released Class Claim" of each
6 Participating Class Member is and shall be deemed to be conclusively released as against the
7 Released Parties. The "Released Class Claims" are defined as all causes of action and factual or
8 legal theories that were alleged in the operative complaint or reasonably could have been alleged
9 based on the facts and legal theories contained in the operative complaint, including all of the
10 following claims for relief that occurred during the Class Period: (a) failure to pay all regular
11 wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate
12 for overtime pay or meal period or rest period premium pay; (c) failure to provide proper meal
13 periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest
14 periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete,
15 accurate or properly formatted wage statements; (f) waiting time penalties that could have been
16 premised on the claims, causes of action or legal theories of relief described above or any of the
17 claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) unfair
18 business practices that could have been premised on the claims, causes of action or legal theories
19 of relief described above or any of the claims, causes of action or legal theories of relief pleaded
20 in the operative complaint; (j) all claims under the California Labor Code Private Attorneys
21 General Act of 2004 that could have been premised on the claims, causes of action or legal
22 theories described above or any of the claims, causes of action or legal theories of relief pleaded
23 in the operative complaint; (k) any other claims or penalties under the wage and hour laws
24 pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable
25 under said claims, causes of action or legal theories of relief pleaded in the operative complaint.
26 Defendants shall be entitled to a release of the Released Class Claims which occurred during the
27 Class Period only during such time that the Class Member was classified as non-exempt. The
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Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt and claims outside of the Class Period.

9. The Agreement is not an admission by Defendants, nor is this Final Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants and shall not be offered in evidence in any action or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, the Judgment, the Agreement, or any related agreement or release. Notwithstanding these restrictions, Defendants may file in the Action or in any other proceeding this Final Approval Order, the Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

10. Notice of entry of this Final Approval Order and the Judgment shall be given by Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and the Judgment to individual Class Members. The Final Approval Order and the Judgment shall be posted on Class Counsel's website as set forth in the Class Notice.

11. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval

1 Order and the Judgment, and all orders entered in connection herewith shall be rendered null and
2 void and shall be vacated.

3 **IT IS SO ORDERED.**

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5 Dated: Feb. 11, 2020

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7 HON. ETHAN P. SCHULMAN
8 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER

EXHIBIT #2

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOW LLP**

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Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

FEB 11 2020

CLERK OF THE COURT

BY: *Jesus Jimenez*
Deputy Clerk

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; and Does 1 through 50, Inclusive,

Defendants.

Case No. CGC-16-550847

[PROPOSED] FINAL JUDGMENT

Hearing Date: February 11, 2020
Hearing Time: 9:30 a.m.

Judge: Hon. Ethan P. Schulman
Dept.: 302

Action Filed: March 8, 2016
Trial Date: None Set

The parties having settled this action and the Court having entered a Final Approval
Order and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class Action Settlement Agreement ("Agreement") and
the Final Approval Order, Plaintiffs Melynda Singh, Narcisse Santor, Anna Sibal, Jay Sinson,

FINAL JUDGMENT

1 and Robert Tajanlangit (“Plaintiffs”), and all members of the Class shall take nothing by their
2 complaints in this Action.

3 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce
4 the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
5 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
6 settlement benefits.

7 3. Plaintiffs and Defendants 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 (“Defendants”) shall each bear its own
12 attorneys’ fees and costs, except as otherwise provided in the Agreement and the Final Approval
13 Order.

14 4. Each “Participating Class Member” has released the “Released Class Claims”
15 against the Defendants and all of the “Released Parties.”

16 5. As used in paragraph 4 above, the quoted terms have the meanings set forth
17 below:

18 (a) “Participating Class Member” means: All individuals who are or
19 previously were employed by one or more of the Defendants in California at any time during the
20 Class Period and who were classified as non-exempt, and excluding those individuals who timely
21 submitted a valid Election Not to Participate in Settlement.

22 (b) “Released Class Claims” means all causes of action and factual or legal
23 theories that were alleged in the operative complaint or reasonably could have been alleged
24 based on the facts and legal theories contained in the operative complaint, including all of the
25 following claims for relief that occurred during the Class Period: (a) failure to pay all regular
26 wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate
27 for overtime pay or meal period or rest period premium pay; (c) failure to provide proper meal
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periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete, accurate or properly formatted wage statements; (f) waiting time penalties that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (k) any other claims or penalties under the wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief pleaded in the operative complaint.

Defendants shall be entitled to a release of the Released Class Claims which occurred during the Class Period only during such time that the Class Member was classified as non-exempt. The Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt and claims outside of the Class Period.

(c) "Released Parties" means, collectively, Defendants Total Renal Care, Inc., DVA Renal Healthcare, Inc., DaVita Inc., DVA Renal Healthcare, Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA, Kidney Care RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisition, 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, together with their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

FINAL JUDGMENT

1 6. The Plaintiffs have released the "Plaintiffs' Released Claims" against the
2 Defendant and/or any of the Released Parties.

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4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

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6 Dated: Feb. 11, 2020

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8 HON. ETHAN P. SCHULMAN
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL JUDGMENT