

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOW LLP**

Norman B. Blumenthal (State Bar No. 068687)
norm@bamlawlj.com
Kyle R. Nordrehaug (State Bar No. 205975)
kyle@bamlawlj.com
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223/Facsimile: (858) 551-1232
Website: www.bamlawca.com

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; 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,

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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

1 periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest
2 periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete,
3 accurate or properly formatted wage statements; (f) waiting time penalties that could have been
4 premised on the claims, causes of action or legal theories of relief described above or any of the
5 claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) unfair
6 business practices that could have been premised on the claims, causes of action or legal theories
7 of relief described above or any of the claims, causes of action or legal theories of relief pleaded
8 in the operative complaint; (j) all claims under the California Labor Code Private Attorneys
9 General Act of 2004 that could have been premised on the claims, causes of action or legal
10 theories described above or any of the claims, causes of action or legal theories of relief pleaded
11 in the operative complaint; (k) any other claims or penalties under the wage and hour laws
12 pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable
13 under said claims, causes of action or legal theories of relief pleaded in the operative complaint.
14 Defendants shall be entitled to a release of the Released Class Claims which occurred during the
15 Class Period only during such time that the Class Member was classified as non-exempt. The
16 Released Class Claims expressly exclude all other claims, including claims for vested benefits,
17 wrongful termination, unemployment insurance, disability, social security, workers'
18 compensation, claims while classified as exempt and claims outside of the Class Period.

19 (c) "Released Parties" means, collectively, Defendants Total Renal Care, Inc.,
20 DVA Renal Healthcare, Inc., DaVita Inc., DVA Renal Healthcare, Inc., RTC-California,
21 Continental Dialysis, Inc., DaVita NephMed of CA, Kidney Care RX, Inc., Knickerbocker
22 Dialysis, Inc., Phys Dialysis Acquisition, Renal Life Link Inc., RMS LifeLink, Inc., RTC-
23 Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West, Village Health DM, LLC, GDC
24 Resources, LLC, and Patient Pathways, together with their past, present and/or future, direct
25 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
26 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
27 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

6. The Plaintiffs have released the “Plaintiffs’ Released Claims” against the Defendant and/or any of the Released Parties.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: _____

HON. ETHAN P. SCHULMAN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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