

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: norm@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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,

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**

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 11, 2020

Hearing Time: 9:30 a.m.

**[Reservation not required due to approved
hearing date by the court]**

[Hearing set by Order dated Oct. 10, 2019]

Dept.: 302

Judge: Hon. Ethan P. Schulman

Date Filed: March 8, 2016

Trial Date: Not Set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP , counsel of record for Plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay
4 Sinson, and Robert Tajanlangit (“Plaintiffs”) in this matter. As such, I am fully familiar with the
5 facts, pleadings and history of this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

7 2. Over the course of the litigation during the last year and a half, a number of
8 attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached
10 hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth in Exhibit
11 #1. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw
12 LLP have had extensive class litigation experience, much of it in the area of employment class
13 actions, unfair business practices and other complex litigation. The attorneys at my firm have
14 extensive experience in cases involving labor code violations and overtime claims. Class Counsel
15 has litigated similar overtime cases against other employers on behalf of employees, including cases
16 against El Pollo Loco, Walt Disney Resorts, Solarcity, Universal Protection Services, Liberty
17 Mutual, Union Bank, Coventry Health Care, Apple, Home Depot, Kaiser, Pepsi and California State
18 Automobile Association. Class Counsel have been approved as experienced class counsel during
19 contested motions in state and federal courts throughout California. It is this level of experience
20 which enabled the firm to undertake the instant matter and to successfully combat the resources of
21 the defendants and their capable and experienced counsel.

22
23 3. Summary of the Proposed Settlement.

24 (a) A true and correct copy of the Class Action Settlement Agreement and the Stipulation to
25 Amend Class Action Settlement Agreement (collectively the “Agreement”) between the parties is
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1 attached hereto as Exhibit #2.¹ Plaintiffs and Defendants Total Renal Care, Inc., DVA Renal
2 Healthcare, Inc., DaVita Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA,
3 Kidney Care RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisitions, Renal Life Link,
4 Inc., RMS LifeLink, Inc., RTC-Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West, Village
5 Health DM, LLC, GDC Resources, LLC, and Patient Pathways (“Defendants”) reached a full and
6 final settlement of the above-captioned action, which is embodied in the Agreement filed
7 concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to
8 be paid by Defendants is Eight Million Dollars (\$8,000,000). (Agreement at ¶ III(A).) The Gross
9 Settlement Amount consists of the following elements: (1) payment of the Settlement Shares to the
10 Class; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
11 Settlement Administration Expenses; (4) Class Representative Service Payments to the Plaintiffs;
12 and (5) the LWDA Payment to the State of California. (Agreement at ¶ III(A).)

13 (b) The Gross Settlement Amount does not include Defendants’ share of payroll taxes.
14 (Agreement at ¶ III(A).) The Gross Settlement Amount shall be all-in with no reversion to
15 Defendants. (Agreement at ¶ III(A).)

16 (c) Defendants shall fund the Gross Settlement Amount and the amount necessary to pay
17 Defendants’ share of payroll taxes within fifteen (15) days of the Effective Date. (Agreement at ¶
18 III(E)(9).) Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the
19 Settlement Administrator will pay the Settlement Shares to Participating Class Members and make
20 the other Court-approved distributions. (Agreement at ¶ III(E)(9).)

21 (d) The Net Settlement Amount shall equal the net amount available for Settlement Shares to
22 Participating Class Members after deducting the Class Representative Service Payments, the Class
23 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the
24 Settlement Administration Expenses from the Gross Settlement Amount. (Agreement at ¶ I(S).) The
25 Net Settlement Amount will be distributed among the Class Members who do not timely request
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27 ¹ Capitalized terms are defined in the Agreement.
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1 exclusion ("Participating Class Members"). (Agreement at ¶¶ I(U) and III(C)(1).) The Settlement
2 Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement
3 Amount by the total number of workweeks worked for all Participating Class Members that occurred
4 during the Class Period and (b) multiplying the result by each individual Participating Class
5 Member's workweeks worked that occurred during the Class Period. (Agreement at ¶ III(C)(2).)

6 (e) Class Members were sent the Court approved Class Notice using the procedure approved
7 by the Court by mailing the notice packets after updating class members' addresses using the
8 National Change of Address database and, for any notice packets returned as undeliverable,
9 re-mailing such notices to any forwarding address provided or updated address located. Cooley
10 Decl. ¶¶ 3-4. Class Members were provided with the opportunity to exclude themselves or "opt out"
11 if they did not want to participate in the settlement. (Agreement at ¶ III(E)(3).) Cooley Decl. ¶ 6,
12 Exh. A. Class Members who did not "opt out" are deemed Participating Class Members who are
13 bound by the Settlement and will be mailed a settlement payment. (Agreement at ¶ III(E)(3)(c).)
14 The Class Notice also advised Class Members of their right to object to the Settlement, either by
15 filing written objections or by appearing at the final approval hearing to make an oral objection.
16 (Agreement at ¶ III(E)(3) and Cooley Decl. at Exh. A.)

17 (f) A Participating Class Member must cash his or her Settlement Share check within 180
18 days after it is mailed. (Agreement at ¶ III(E)(10).) Any settlement checks not cashed within 180
19 days will be voided and the funds from such uncashed checks will be paid to the Controller of the
20 State of California to be held pursuant to the Unclaimed Property Law in the name of the
21 Participating Class Member. (Agreement at ¶ III(E)(10).) The Parties agree that this disposition
22 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
23 Settlement Amount will be paid out.

24 (g) KCC, LLC was appointed as the Settlement Administrator for the Settlement.
25 (Agreement at ¶ III(D).) Payment of the expenses of the Settlement Administrator from the Gross
26 Settlement Amount shall be made for the expenses of effectuating and administering the Settlement.
27 The Settlement Administrator shall receive payment for services in an amount not to exceed
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1 \$82,000, which was the lowest bid received. (Agreement at ¶ III(B)(4).) As set forth in the
2 Declaration of Cooley at ¶9, the Settlement Administration Expenses are \$82,000.

3 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a
4 sum not to exceed \$2,666,666, which is one-third of the Gross Settlement Amount, as the Class
5 Counsel Fees Payment. (Agreement at ¶ III(B)(2).) Class Counsel will also be allowed to apply
6 separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed
7 \$35,000. (Agreement at ¶ III(B)(2).) Subject to Court approval, the Agreement provides payment of
8 no more than \$10,000 as Class Representative Service Payments to the Plaintiffs. (Agreement at ¶
9 III(B)(1).) In support of this separate motion for attorneys' fees, reimbursement of expenses and
10 service award, Class Counsel will provide evidentiary support, for these requests, including
11 lodestar.²

12 (i) Subject to Court approval, One Hundred Thousand Dollars (\$100,000) will be paid from
13 the Gross Settlement Amount for PAGA penalties under PAGA, Labor Code Section 2698 *et seq.*
14 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalty Payment shall be
15 allocated as follows: \$75,000 to the LWDA (the "LWDA Payment") as the LWDA's share of the
16 settlement of civil penalties pursuant to the PAGA, and \$25,000 to the Net Settlement Amount for
17 distribution to the Participating Class Members. (Agreement at ¶ III(B)(3).)

18 (j) The settlement was reached through arm's length negotiations. On August 30, 2017, the
19 Parties participated in an all-day mediation presided over by Louis Marlin, a notable labor and
20 employment attorney and respected mediator of wage and hour class actions. During this first
21 mediation, each side, represented by its respective counsel, were unable to agree to settle the Action.
22 After further litigation, on January 22, 2019, the Parties participated in a second mediation before
23 Louis Marlin. At the conclusion of the second mediation, the mediator made a mediator's proposal.
24 Based upon the expertise of the Mediator and the uncertainties of litigation, all Parties agreed to
25 accept the mediator's proposal. The basic terms were set forth in a signed Memorandum of

26 _____
27 ² Plaintiff Singh is to receive an additional \$5,000 is settlement of her wrongful
28 termination claim.

1 Understanding. The parties then prepared the full Agreement, and after the Parties made certain
2 revisions requested by the Court, the Agreement received preliminary approval from the Court by
3 Order dated October 10, 2019.

4 (k) The Settlement is fair, adequate and reasonable to the class and should be finally
5 approved for the same reasons the Court granted preliminary approval to the settlement, finding that
6 it is “fair, adequate, and reasonable as to all potential Class Members when balanced against the
7 probable outcome of further litigation relating to certification, liability and damages issues.”
8 (Preliminary Approval Order at ¶ 3.) In sum, this settlement valued at \$8,000,000 is an excellent
9 result for the Class. This result is particularly favorable in light of the fact that liability and class
10 certification in this case were far from certain in light of the defenses asserted by Defendants. There
11 have been few opt outs and no objections. Given the complexities of this case, the defenses asserted,
12 the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the
13 proposed settlement is fair, reasonable and adequate, and should be finally approved.

14
15 4. Procedural status of the settlement - In accordance with the Preliminary Approval
16 Order dated October 10, 2019 (“Preliminary Approval Order”), the approved Class Notice has been
17 disseminated to the Class. The reaction of the Class unequivocally supports approval of the
18 Settlement. On November 7, 2019, the Settlement Administrator mailed the Court-approved Class
19 Notice to the Class Members, which provided each class member with the terms of the Settlement,
20 including notice of the claims at issue and the financial terms of the settlement, including the
21 attorneys' fees, costs, and service award that were being sought, how individual settlement awards
22 would be calculated, and the specific, estimated payment amount to that individual See Cooley Decl.
23 ¶¶ 3-7, Exh. A. In disseminating the notice, the Settlement Administrator followed the notice
24 procedures authorized by the Court in its Preliminary Approval Order. Cooley Decl. ¶¶ 3-5.
25 Significantly, there have been no objections and 17 opt outs (representing only 0.10% of the Class).
26 Cooley Decl. ¶¶ 6-7, submitted herewith. As a result, nearly the entire Class will participate in the
27 Settlement and will be sent a settlement check.

1 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiffs and
2 other non-exempt employees of Defendants were not paid for overtime at the correct regular rate and
3 were not timely provided with meal periods in accordance with California law. The Action seeks
4 unpaid wages, penalties, civil penalties, attorney fees, litigation costs, and any other equitable or
5 legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the
6 foregoing claims.

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8 6. Procedural History of the Litigation

9 (a) On March 8, 2016, Plaintiffs filed a Complaint against defendant Total Renal Care, Inc.
10 in the Superior Court of the State of California, County of San Francisco on behalf of themselves and
11 a putative class. The Complaint alleged claims for: (1) unfair competition in violation of Cal. Bus &
12 Prof. Code §§ 17200, et seq.; (2) failure to pay overtime wages in violation of Cal. Labor Code §
13 510; (3) failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226; (4)
14 failure to provide wages at termination in violation of Cal. Lab. Code § 203; (5) wrongful
15 termination of plaintiff Melynda Singh in violation of public policy; and, (6) violation of California
16 Labor Code § 1102.5(c) with respect to plaintiff Melynda Singh.

17 (b) On June 29, 2016, Plaintiffs filed a First Amended Complaint adding a claim under the
18 Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq. ("PAGA"), based upon the alleged
19 Labor Code violations. On January 4, 2018, Plaintiffs filed an Amendment to Complaint Naming
20 Doe 1 and designated Doe 1 as DVA Renal Healthcare, Inc. On May 3, 2018, Plaintiffs filed a
21 Second Amended Complaint including as defendants Total Renal Care, Inc. and DVA Renal
22 Healthcare, Inc.

23 (c) On June 7, 2018, defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc. filed
24 an Answer to Plaintiffs' Second Amended Complaint generally denying all claims and asserting 31
25 affirmative defenses. As part of the Settlement, the Parties have agreed to stipulate to the filing of
26 Doe amendments to the Second Amended Complaint adding as Doe defendants DaVita Inc.,
27 RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA, Kidney Care RX, Inc.,
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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.

(d) Over the three years of litigation, the Parties engaged in extensive written discovery including production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in this Action. The discovery obtained by Plaintiffs included: (1) Class Data showing all employees and their employment dates; (2) Payroll data for Class Members, which included overtime and bonus information; (3) Defendants' time keeping data concerning all hours worked and recorded meal periods for Class Members; (4) Defendants' employee handbooks applicable for the relevant periods, which outlined the wage and hour policies; (5) employment files for the Plaintiffs; and, (6) samples of wage statements provided by Defendants to employees. Following this discovery, Plaintiffs and Defendants agreed to discuss early resolution of the Action through a mediation.

(e) Defendants deny these claims and assert, among other defenses, that Plaintiffs and the Class were properly compensated, that all California labor Code requirements were followed. On June 7, 2018, Defendants filed a general denial along with 31 affirmative defenses to the Second Amended Complaint.

(f) Prior to mediation, the Parties engaged in investigation and the exchange of documents and information in connection with the Action. As part of this process, Defendants provided documents and information to Class Counsel to review and analyze. On August 30, 2017, the Parties participated in an all-day mediation presided over by Louis Marlin, a notable labor and employment attorney and respected mediator of wage and hour class actions. During the mediation, each side, represented by its respective counsel, were unable to agree to settle the Action. After further litigation, on January 22, 2019, the Parties participated in a second mediation before Louis Marlin. The negotiations were arm's length and contentious. At the conclusion of the second mediation, the mediator made a mediator's proposal. Based upon the expertise of the Mediator and the uncertainties of litigation, all Parties agreed to accept the mediator's proposal. The basic terms were set forth in a

1 signed Memorandum of Understanding. The parties then prepared the full Agreement which
2 received preliminary approval from this Court.

3 (g) Accordingly, for purposes of this Settlement, the "Class" (which was provisionally
4 certified for settlement purposes by the Court's Preliminary Approval Order) is defined as "all
5 individuals who are or previously were employed by one or more of the Defendants in California at
6 any time during the Class Period and who were classified as non-exempt." The Class Period is
7 March 8, 2012 through May 6, 2019. (Preliminary Approval Order at ¶15.)

8 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
9 Over the course of three years, Class Counsel has diligently evaluated the Class Members' claims
10 against Defendants. Both Plaintiffs and Defendants engaged in written discovery, which included
11 the production of thousands of pages of documents. Prior to the settlement negotiations, counsel for
12 Defendants provided Class Counsel with access to information for the Class. In addition, Class
13 Counsel previously negotiated settlements with other employers in actions involving nearly identical
14 issues and analogous defenses. Based on the foregoing data and their own independent
15 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants
16 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
17 the Class in light of all known facts and circumstances, including the risk of significant delay,
18 defenses asserted by Defendants, and potential appellate issues.

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20 7. History of Settlement Discussions

21 (a) This Settlement was the result of arm's-length negotiations as well as formal and
22 informal settlement conferences between the Parties through their respective attorneys. After
23 comprehensive legal and factual analysis, Class Counsel possessed sufficient information for
24 intelligent evaluation of the case for purposes of settlement. Prior to the initiation of settlement
25 discussions, Class Counsel reviewed and outlined the case based upon the information for the class,
26 and determined the conditions of settlement which would be fair and reasonable to the Class with the
27 assistance of an expert. Class Counsel was experienced in the types of settlement appropriate to
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1 resolve these wage and hour claims on behalf of employees.

2 (b) The Parties scheduled private mediation to take place before Louis Marlin, Esq., a
3 respected and experienced mediator of class actions and wage and hour lawsuits. In preparation for
4 the mediation, Defendants provided Class Counsel with necessary records and information for the
5 members of the Class. Plaintiffs analyzed the data with the assistance of damages expert DM&A
6 and prepared and submitted a mediation brief to the mediator. After a full day of settlement
7 negotiations at the August 30, 2017 mediation, the parties were unable to reach an agreement. On
8 January 22, 2019, the Parties participated in a second mediation before Louis Marlin. At the
9 conclusion of the mediation, the Parties reached an agreement to settle the Action based on a
10 mediator's proposal which was accepted in light of the uncertainties of protracted litigation. As a
11 result of these arm's length negotiations, the Parties signed a Memorandum of Understanding.

12 (c) From March 2019 through June 2019, the Agreement and exhibits thereto were
13 finalized and executed. Plaintiffs prepared and filed the motion requesting Court preliminary
14 approval of the settlement on July 19, 2019. The Court's ruling for August 14, 2019 requested
15 additional information which Plaintiffs provided in a Supplemental Declaration filed on October 3,
16 2019. The Order dated October 10, 2019 preliminarily approved the class settlement contained in
17 the Agreement as fair, reasonable and adequate.

18 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
19 In my judgment as experienced Class Counsel, this Settlement should be finally approved.

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21 8. The outcome of this case would have been uncertain and fraught with risks.

22 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims
23 of the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices
24 complied with all applicable Labor laws. For example, Defendants contend that all employee bonus
25 compensation was properly included in the overtime calculation, and that the Village Bonus does not
26 fall within the flat-sum bonus rule announced in *Alvarado v. Dart Container Corporation of*
27 *California*, 4 Cal. 5th 542 (2018). Defendants also contend that the written meal and rest period
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1 policies fully complied with California law and that Defendants' electronic timekeeping system
2 identifies meal period exceptions and allows the teammates to report involuntary meal period
3 exceptions, such as late, short or missed meal periods which ensures the teammates receive premium
4 pay. Finally, Defendants argue that while hard-copy wage statements omitted some detail, the
5 electronic paystubs were fully compliant. Defendants could also argue that the recent Supreme
6 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,
7 on liability, value, and class certifiability as to the meal and rest period claims. Defendants also
8 argue that they acted in good faith and without willfulness, which if accepted would negate the
9 claims for waiting time penalties. In fact, under the current state of the law, it is questionable
10 whether these penalties could be awarded for the meal and rest period violations. If successful,
11 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
12 Plaintiffs believes that these defenses could be overcome, Defendants maintain these defenses have
13 merit and therefore present a serious risk to recovery by the Class.

14 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
15 unable to obtain class certification and thereby not recover on behalf of any employees other than
16 themselves. Defendants argued that the individual experience of each individual varied with respect
17 to the claims. Defendants could also contest class certification by arguing injury and good faith were
18 case by case determinations that precluded class certification. Plaintiffs are aware of cases where
19 class certification of similar claims was denied. See e.g. *Ferguson v. Randy's Trucking, Inc.*, 2016
20 U.S. Dist. LEXIS 32719 (E.D. Cal. 2016); *Santos v. TWC Admin. LLC*, 2014 U.S. Dist. LEXIS
21 199358 (C.D. Cal. 2014). Finally, even if class certification was successful, as demonstrated by the
22 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there
23 are significant hurdles to overcome for a class wide recovery even where the class has been certified.
24 While other cases have approved class certification in wage and hour claims, class certification in
25 this action would have been hotly disputed and was by no means a foregone conclusion.

26 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
27 litigation cannot be overstated. There is little doubt that Defendants would post a bond and appeal in
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1 the event of an adverse judgment. A post-judgment appeal by Defendants would have required
2 many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed
3 in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed
4 recovery today outweigh an uncertain result three or more years in the future. Plaintiffs and Class
5 Counsel recognize the expense and length of a trial against Defendants through possible appeals
6 which could take at least another two or three years. Class Counsel also have taken into account the
7 uncertain outcome, the risk of litigation, especially in complex actions such as this one. Class
8 Counsel are also mindful of and recognize the inherent problems of proof under, and alleged
9 defenses to, the claims asserted in the Action. Moreover, post-trial motions and appeals would have
10 been inevitable. Costs would have mounted and recovery would have been delayed if not denied,
11 thereby reducing the benefits of an ultimate victory. Plaintiffs and Class Counsel believe that the
12 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and
13 Class Counsel have determined that the Settlement set forth in the Stipulation of Settlement is in the
14 best interest of the Class.

15 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'
16 defenses to Plaintiffs' claims. As detailed during preliminary approval, the Gross Settlement
17 Amount compares favorably to the value of the claims. The calculations to compensate for the
18 amount due to the Settlement Class Members at the time this Settlement was negotiated were
19 calculated by Plaintiffs' expert, DM&A, in advance of mediation. For the individuals whose claims
20 are at issue in this Action, Plaintiffs analyzed the data for class members and determined the
21 potential maximum damages for the viable class claims. Plaintiffs determined that the maximum
22 potential overtime damages were \$20.5 million, the and the meal and rest period damages were
23 estimated to be \$8.5 million, and the wage statement penalties were calculated to be \$4.2 million. In
24 total, these claims have a maximum value of \$33.2 million. Consequently, the settlement of
25 \$8,000,000 represents approximately 24% of the value of the potential maximum damages and
26 penalties at issue in this case at the time this Settlement was negotiated, assuming these amounts
27 could all be proven as collectable at trial. Given the amount of the settlement as compared to the
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1 potential value of all claims includes interest and penalties in this case, the settlement is most
2 certainly fair and reasonable.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
4 significant recovery, particularly when viewed in light of the fact that the Defendants asserted
5 serious and substantial defenses both to liability and to class certification. Currently, the maximum
6 and average class member allocation is estimated to be \$1,499.82 and \$290.55, respectively. Cooley
7 Decl. ¶ 8. Given the complexities of this case, the defenses, along with the uncertainties of proof
8 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

9 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs
10 would prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel
11 believe in the merits of the claims, Defendants have asserted real and substantial defenses to these
12 claims and to class certification. Settlement in this case clearly benefits the Class when measuring
13 the strengths of Plaintiffs' case and the risk of establishing class wide liability and damages.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 15th day of January, 2020, at San Diego, California.

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18 NORMAN B. BLUMENTHAL
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973)

Kyle R. Nordrehaug

Partner

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207

(9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010).

LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal
 United states District Court, Southern District of California; U.S. Court of Appeals 9th Circuit
The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425, (9th Cir. 2015).

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations, Filed January 2012

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Securitas Wage and Hour Cases - In Litigation, Court of Appeal Fourth Appellate District California

Court of Appeals concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the court then ruled the trial court erred by invalidating and severing the waiver provision, including an enforceable class action waiver, from the agreement and sending Edwards's entire complaint, including her class action and PAGA claims, to arbitration.

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109, (Cal. Feb. 27, 2015).

Los Angeles County Superior Court, JCC Proceeding No. 4837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations, Filed December 2013

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9th Circuit

The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015).

U.S. District Court, District of Nevada, Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud in the sale of Condo/Hotel Units, Filed in 2008

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

Nature of Case: Employee Wage and Hour Class Action; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

Los Angeles Superior Court, Case No. JCCP No. 4672

Nature of Case: Off the Clock; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lavi & Ebrahimian

Abu-Arafeh v. Norco Delivery Service, Inc. – Settled

San Francisco County Superior Court, Case No. CGC-14-540601

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

U.S. District Court, Southern District California, Case No. 11-cv-0088

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Adkins v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx)
Nature of Case: Unfair Competition - Unfair Rebate Program
Plaintiff's Counsel: Blumenthal & Nordrehaug

Akers v. The San Diego Union Tribune - Settled

San Diego County Superior Court, Case No 37-2010-00088571
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Allec v. Cross Country Bank - Settled

Orange County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Altman v. SolarCity Corporation - In Litigation, On Appeal

San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aquino v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00395420
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Baker v. Advanced Disability Management, Inc. – In Litigation

Sacramento County Superior Court, Case No. 34-2014-00160711
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Barcia v. Contain-A-Way - Settled

U.S. District Court, Southern District California, Case No. 07 cv 0938
Nature of Case: ERISA and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Bates v. Verengo, Inc. – Settled

Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Battle v. Charming Charlie Inc. – In Litigation

San Diego County Superior Court, Case No. 37-2014-00005608
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Workman Law Firm P.C.

Behar v. Union Bank - Settled

Orange County Superior Court, Case No. 30-2009-00317275

Nature of Case: Misclassification, Overtime and Labor Code Violations for Priority Banking Officers

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bell v. John Stewart Company - In Litigation

Alameda County Superior Court, Case No. RG14728792

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bennett v. Custom Built Personal Training – In Litigation

Monterey County Superior Court, Case No. M127596

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bermant v. Bank of America, Investment Services, Inc. - Settled

Los Angeles Superior Court, Civil Action No. BC342505

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Arias, Ozzello & Gignac;

United Employees Law Group

Bethley v. Raytheon Company - Settled

United States District Court, Central District of California, Case No. SACV10-01741

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Betorina v. Randstad US, L.P. - Settled

U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Beverage v. Edcoa Inc. – In Litigation

Sacramento County Superior Court, Case No. 2013-00138279

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bolger v. Dr. Martens - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - Settled

U.S. District Court, Southern District California, Case No. 07-cv-2410

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL

Nature of Case: Unfair Business Practices; Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Briseno v. American Savings Bank - Class Certification Granted, Settled

Orange County Superior Court, Case No. 774773
Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Brueske v. Welk Resorts - Settled
San Diego Superior Court, Case No 37-2010-00086460
Nature of Case: Unfair Competition - Wage Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bueche v. Fidelity National Management Services - Settled
U.S. District Court, Eastern District of California, Case No. 13-cv-01114
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bunch v. Pinnacle Travel Services, LLC - In Litigation
Los Angeles County Superior Court, Case No. BC552048
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Buonomo v. ValueVision - Settled
Minnesota District Court
Nature of Case: False Advertising, Breach of Warranty
Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2015-00180282
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cabral v. Creative Communication Tech. - Class Certification Granted, Settled
Los Angeles Superior Court, Case No. BC402239
Nature of Case: Labor Code Violations and Expense Reimbursement under Labor Code 2802
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Cardoza v. Wal-Mart Associates, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Castro v. Vivint Solar, Inc. - Settled
San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cavazos v. Heartland Automotive Services, Inc. - Settled
Riverside County Superior Court, Case No. PSC 1401759
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of Mauro Fiore, Jr., A.P.C.

Citizens for Fair Treatment v. Quest Communications - Settled

San Diego Superior Court

Nature of Case: Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

Nature of Case: Unfair Business Practices - Deceptive Advertising - Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Comstock v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group; Chavez & Gertler

Corrente v. Luxe Valet, Inc. - In Litigation

San Francisco County Superior Court, Case No. CGC-15-545961

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Office of Todd M. Friedman, P.C.

Cruz v. Redfin Corporation - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-05234-TEH

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Culley v. Lincare Inc. & Alpha Respiratory Inc. - In Litigation

Class Certification Granted

U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cunningham v. Leslie's Poolmart, Inc. - In Litigation

U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Quintilone & Associates

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Northern District of California, Case No. C-05-4003 JW

Nature of Case: ERISA Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Danford v. Movo Media - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act

Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, Review before the California Supreme Court Affirmed Preemption

San Diego Superior Court, Case No. JCCP 4042

Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children

Plaintiff's Counsel: Blumenthal & Nordrehaug; Thorsnes, Bartolotta & McGuire; Chavez & Gertler

Davis v. Genex Holdings Inc. - Settled

Santa Clara County Superior Court, Case No. 1-13-cv-240830

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Day v. WDC Exploration - Settled

Orange County Superior Court, Case No. 30-2010-00433770

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

San Diego County Superior Court, Case No. 37-2014-00004311-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Delmare v. Sungard Higher Education - Settled

U.S. District Court, Southern District of California, Case No. 07-cv-1801

Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Del Rio v. Tumi Stores, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

U.S. District Court, Central District of California, Case No. SA CV 05-1031

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Wynne Law Firm; Thierman Law Firm P.C.

Diesel v. Wells Fargo Bank - Settled

Orange County Superior Court, Case No. 30-2011-00441368

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-2745

Nature of Case: Expense Reimbursement under Labor Code 2802, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Dobrosky v. Arthur J. Gallagher Service Company, LLC –

Class certification Granted, *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014);

Settled;

Nature of Case: Employee Misclassification; Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Lo Angeles County Superior Court, Case No. BC494402

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dorr v. PICO Enterprises, Inc. & Charles E. Phyle - In Litigation

Alameda County Superior Court, Case No. RG15772362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

United States District Court, Central District of California, Case No. SACV11-355

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1670

Nature of Case: Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Escobar v. Silicon Valley Security & Patrol, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv272514

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

Orange County Superior Court / U.S. District Court, Central District of California

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled
San Diego Superior Court, Case No. GIN033490
Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled
San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases) - Settled
San Diego Superior Court, Case No. JCCP 4532
Nature of Case: Unfair Competition, Violation of Civil Code 1747.08
Plaintiff's Counsel: Blumenthal & Nordrehaug

Fletcher v. Verizon - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1736
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Francisco v. Diebold - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1889
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Friend v. Wellpoint - Settled
Los Angeles Superior Court, Case No. BC345147
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Frudakis v. Merck Sharp & Dohme
U.S. District Court, Central District California, Case No. SACV 11-00146
Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fulcher v. Olan Mills, Inc. - Settled
U.S. District Court, Northern District of California, Case No. 11-cv-1821
Nature of Case: Employee Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gabisan v. Pelican Products - Settled
U.S. District Court, Southern District California, Case No. 08 cv 1361
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Galindo v. Sunrun Installation Services Inc. - In Litigation
San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallagher v. Legacy Partners Commercial - Settled
Santa Clara County Superior Court, Case No. 112-cv-221688

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallardo v. AIG Domestic Claims, Inc. – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation
Santa Clara County Superior Court, case No. 1-13-cv-254557
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled
U.S. District Court Central District of California, Case No. CV 13-0001678 PA
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gibson v. World Savings - Judgment for Class after Appeal - Settled
Orange County Superior Court, Case No. 762321
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled
San Diego Superior Court
Nature of Case: Product Defect
Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled
Stanislaus County Superior Court, Case No. 679545
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled
U.S. District Court, Southern District of California, Case No. 3:10-cv-02373
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled
U.S. District Court, Southern District of California, Case No. 3:11-cv-00090
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation
U.S. District Court, District of Nevada, Case No. 09-cv-00957
Nature of Case: Violation of Nevada and Federal law in the sale of Condo/Hotel units, ILSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Grabowski v. CH Robinson - Settled
U.S. District Court, Southern District of California, Case No. 10-cv-1658
Nature of Case: Employee Misclassification; Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

U.S. District Court, Eastern District of California, Case No. 12-CV-00233

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

Nature of Case: Title Officer Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group;
Wagner & Jones; Cornwell & Sample

Guillen v. Univision Television Group, Inc. & Univision Management Co. - Settled

San Francisco County Superior Court, Case No. CGC-12-526445

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

Orange County Superior Court, Case No. 30-2010-00365905

Nature of Case: IT Analyst Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Gutierrez v. Five Guys Operations, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California

Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hanby v. Elite Show Services, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00007372-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Perona, Langer, Beck, Lallande and Serbin

Harley v. Tavistock Freebirds, LLC - In Litigation
Sacramento County Superior Court, Case No. 34-2014-00173010
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Harrington v. Corinthian Colleges – Class Certification Granted, In Litigation
Orange Superior Court; United States Bankruptcy Court District of Delaware
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug, Bhowmik; Righetti Glugoski, P.C.

Harvey v. PQ Operations, Inc. – In Litigation
Los Angeles County Superior Court, Case No. BC497964
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Henshaw v. Home Depot U.S.A. - Settled
United States District Court, Central District of California, Case No. SACV10-01392
Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Heithold v. United Education Institute – In Litigation
Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hibler v. Coca Cola Bottling - Settled
U.S. District Court, Southern District of California, Case No. 11cv0298
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Higgins v. Maryland Casualty - Settled
San Diego County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC - Settled
U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; James Hawkins APLC

Hoffman v. National Warranty Insurance - Class Certification Granted, Settled
District Court for the State of Nevada
Nature of Case: Auto Warranty Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard & Associates

Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Howard v. Southern California Permanente Medical Group - In Litigation

Los Angeles Superior Court, Case No. BC586369

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hurley v. Comcast of California/Colorado/Texas/Washington, Inc. - Settled

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

Nature of Case: Unfair Business Practices, Unpaid Commission Wages, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Settled

Orange County Superior Court, Case No. 30-2009-00180102

Nature of Case: Supervisor Misclassification, Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California

Case No. 02-CV-1123 L (JAH)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - Dismissal Reversed on Appeal, Settled

U.S. District Court, Southern District California,

Remanded to San Diego Superior Court, Case No. 37-2007-00066201

Nature of Case: Unfair Competition, Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Keshishzadeh v. Arthur J. Gallagher Service Co. - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

U.S. District Court, Central District of California, Case No. 8:10-cv-00399

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kizer v. Tristar Risk Management - In Litigation, On Appeal

Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kleinberg v. Reeve Trucking Company, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Krellcom v. Medley Communications, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL

Nature of Case: Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Ladd v. Extreme Recovery, LP - Settled

Contra Costa County Superior Court, Case No. MSC11-02790

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Software Engineer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Lawson v. Marquee Staffing - In Litigation

Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lazar v. Kaiser Foundation Health Plan, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273289

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2012-00125488
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled
Alameda County Superior Court, Case No. RG09476193
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) - Settled
U.S. District Court, Central District California, Case No. 07cv501
U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604
Nature of Case: Lender Placed Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Nicholas & Butler

Litton v. Diebold, Incorporated – In Litigation
San Mateo County Superior Court, Case No. CIV524776
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lohn v. Sodexo, Inc. & SDH Services West, LLC - In Litigation
U.S. District Court Central District of California, Case No. 2:15-CV-05409
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart
Ventura County Superior Court, Case No. BC351983
Nature of Case: Overtime - Unfair Business Practice
Plaintiff's Counsel: Blumenthal and Nordrehaug; Arias, Ozzello, & Gignac, LLP; United Employees Law Group

Louie / Stringer v. Kaiser - Settled
U.S. District Court, Southern District California, Case No. 08-cv-0795
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Lucero v. Sears - In Litigation
U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Morris, Sullivan & Lemkul

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled
San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL
Nature of Case: Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-283586
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

U.S. District Court, Central District California, Case No. SACV 10-00374

Nature of Case: Chef Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group, Qualls & Workman

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Hydro-Scape Products, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Mathies v. Union Bank - Class Certification Granted, In Litigation

San Francisco County Superior Court, Case No. CGC-10-498077

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McDermott v. Catalina Restaurant Group Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled
San Diego Superior Court
Nature of Case: Unfair Competition, Lien Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled
United States District Court for the Southern District of California
Case No.05CV0179 IEG (JMA)
Nature of Case: Securities Fraud, 10(b)(5) violations
Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White,& Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial
Los Angeles Superior Court
Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs
Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation
Santa Clara County Superior Court, Case No. BC572848
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled
Santa Clara County Superior Court, Case No. 110CV162413
Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted
Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017)
Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-282698
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Morales v. Wells Fargo Insurance Services USA, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp.- In Litigation
San Diego County Superior Court, Case No. 37-2013-00071988-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices

Morse v. Marie Callender Pie Shop - Settled

U.S. District Court, Southern District California, Case No. 09-cv-1305

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Butterfield & Schecther, LLP

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

Nature of Case: Unfair Competition, Violation of Civil Code 1747.08

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00418401

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

Class Certification Granted, *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);

Settled;

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

U.S. District Court, Northern District California, Case No. 3:11-cv-01349

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00121054

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

United States District Court, Northern District of California, Case No. 11-1662

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Olszewski v. ScrippsHealth - Judgment for Plaintiff, Affirmed by Supreme Court

California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Olvera v. El Pollo Loco, Inc. – In Litigation

Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Orozco v. Illinois Tool Works Inc. – In Litigation

Class Certification Granted:

Orozco v. Ill. Tool Works, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017);

Orozco v. Ill. Tool Works Inc., No. 14-cv-02113-MCE-EFB, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. Nov. 14, 2016)

U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ortega v. Prime Healthcare Paradise Valley, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Owen v. Robinsons May - Dismissed

Los Angeles County Superior Court, Case No. BC355629

Nature of Case: Failure to Pay Earned Vacation, Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Clark & Markham

Patel v. Nike Retail Services, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lawyers For Justice, PC

Patelski v. The Boeing Company – Settled

United States District Court, Southern District of New York;

transferred to United States District Court, Eastern District of Missouri

Nature of Case: Refund Action

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Perry v. AT&T - Settled

U.S. District Court, Northern District California, Case No. 11-cv 01488

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Picus v. Wal-Mart Stores - Settled

U.S. District Court, District of Nevada

Case No. 2:07-CV-00682

Nature of Case: Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Port v. Southern California Permanente Medical Group - Settled

San Diego County Superior Court, Case No. 37-2007-00067538

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Postema v. Lawyers Title Ins. Corp. - Settled

Orange County Superior Court, Case No. 30-2010-00418901

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Pratt v. Verizon - Settled

Orange County Superior Court, Case No. 30-2010-00430447

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Proctor v. Ameriquest - Settled

Orange County Superior Court, Case No. 06CC00108

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group, Clark & Markham

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates, Pettersen & Bark

Ramirez v. Estenson Logistics, LLC - In Litigation

Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ramos v. Countrywide - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - Class Certification Granted, Settled
San Diego County Superior Court, Case No.
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title - Settled
Orange County Superior Court, Case No. 30-2010-00359306
Nature of Case: Failure to Pay Severance Wages
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Redin v. Sterling Trust - Settled
Los Angeles Superior Court
Nature of Case: Breach of Fiduciary Duties of IRA Administrator
Plaintiff's Counsel: Blumenthal & Nordrehaug

Renazco v. Unisys Technical Services, L.L.C. - In Litigation
San Francisco County Superior Court, Case No. CGC-14-539667
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Reynolds v. Marlboro/Philip Morris U.S.A. - Reversed on Appeal
United States Court of Appeals for the Ninth Circuit, Case No. 08-55114
U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH
Nature of Case: Unfair Competition, Violation of Civil Code §1749.5
Plaintiff's Counsel: Blumenthal & Nordrehaug

Rezec v. Sony – Settled
San Diego Superior Court
Nature of Case: Fraudulent Advertising
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed Martin Corporation - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-2063
Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Rieve v. Coventry Health Care -
Summary Judgment *Sua Sponte* Granted for Plaintiff,
Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)
Settled
Nature of Case: Misclassification, Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ritchie v. Mauran Ambulance Services, Inc. - Settled
Los Angeles County, Case No. BC491206
Nature of Case: Unfair business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Rivers v. Veolia Transportation Services -
Class Certification Granted;
Settled;

Sonoma County Superior Court, Case No. SCV 255350
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Roeh v. JK Hill - Settled

San Diego Superior Court, Case No. 37-2011-00089046
Nature of Case: Unfair Competition, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

RocheFord v. SC&E Administrative Service - Settled

Orange County Superior Court
Nature of Case: Auto Warranty Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard, Osuch & Cisneros, LLP

Rodriguez v. Protransport-1, LLC - Settled

San Francisco County Superior Court, Case No. CGC-12-522733
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Romero v. Central Payment Co., LLC - Settled

Marin County Superior Court, Case No. CIV 1106277
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salas v. Evolution Hospitality, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salem v. Alliance Human Services, Inc. - In Litigation

San Diego County Superior Court, Case No. CIVRS1401129
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty - In Litigation

Los Angeles County Superior Court, BC566065
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Santone v. AT&T – Settled

United states District Court, Southern District of Alabama
Nature of Case: Unconscionable Business Practices
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train (Sleep Train Wage and Hour Cases) - Settled

Orange County Superior Court, Case No. 30-2008-00214586
San Francisco County Superior Court, Case No. JCCP 4553
Nature of Case: Commission Sales Employee Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Saravia v. O.C. Communciations - In Litigation

Scarmaento County Superior Court, Case No.

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sawyer v. Vivint, Inc. – In Litigation

U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959

Nature of Case: Overtime, Illinois Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark King, Esq.

Sayaman v. Baxter Healthcare - Settled

U.S. District Court, Central District of California, Case No. CV 10-1040

Nature of Case: Lab Technician Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Schuler v. Ecolab, Inc. - In Litigation

U.S. District Court, Southern District of California, Case No. 3:10-cv-02255

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Krutcik & Georggin; United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Serrato v. Sociedad Textil Lonia, Corp. - Settled

San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sierra v. Oakley Sales Corp. - In Litigation, On Appeal

Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Skillett v. FPI Management, Inc. - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173218

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Southern District of California, Case No. 08-cv-02353

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Smith v. Fedex Ground Package system, Inc. - In Litigation

Alameda County Superior Court, Case No. RG14734322

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

U.S. District Court, Northern District of California, Case No. 3:08-cv-04811

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Spradlin v. Trump - In Litigation

U.S. District Court, District of Nevada, Case No. 2:08-cv-01428

Nature of Case: Securities Violations and Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates; Burton Wiand, Esq.; Beck & Lee

Steele v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Northern District of California, Case No. 07-5743

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Steffan v. Fry's Electronics, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-13-CV-254011

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Steroid Hormone Product Cases - Decision on Appeal in Favor of Plaintiff, Settled

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal & Nordrehaug; Clark & Markham; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation – Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of William H. Steiner

Sutton v. Seasons Hospice & Palliative Care of California, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC590870

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Swartout v. First Alarm Security & Patrol, Inc. - Settled

Santa Clara County Superior Court, Case No. 112-cv-231989

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

U.S. District Court, Central District of California, Case No. 12-cv-08058

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Tan v. California State Automobile Assn. - Class Certification Granted, Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: IT Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices, Violation of Labor Code 450

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas v. Stanford Health Care d/b/a Stanford University Medical Center - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas-Byass v. Michael Kors Stores (California), Inc. - Settled

U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

Orange County Superior Court, Case No. 30-2008-00100372

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; United Employees Law Group

Tull v. Stewart Title - Settled

U.S. District Court, Southern District California, Case No. 08-CV-1095

Nature of Case: Title Officer and Escrow Officer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Turner v. C.R. England - In Litigation

U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2015-00176993

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

U.S. District Court, Southern District California, Case No. 10-CV-2595

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. Ameriquest Mortgage/Deutsche Bank - Settled

U.S. District Court, Central District of California, Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Varela v. The Walking Company - In Litigation

Los Angeles County Superior Court, Case No. BC562520

Nature of Case: Unfair Business practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Veloz v. Ross Dress For Less, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC485949

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vogel v. Price-Simms, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 114CV261268

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; Webb & Bordson, APC

Vrab v. DNC Parks & Resorts at Tenaya, Inc. - Settled

Mariposa County Superior Court, Case No. 0010225

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vultaggio-Kish v. Golden State Lumber, Inc. - Settled

San Mateo County Superior Court, Case No. CIV 516631

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Offices of Dan Price

Wadhwa v. Escrow Plus - Settled

Los Angeles Superior Court

Nature of Case: Investment Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Waldhart v. Mastec North Amercia, Inc. - In Litigation

San Bernardino County Superior Court, Case No. CIVDS1419318

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated - In Litigation

Los Angeles County Superior Court, Case No. BC564369

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walsh v. Apple, Inc. - Settled

U.S. District Court, Northern District California, Case No. 08-04918

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Webb v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

San Joaquin County Superior Court, Case No. 39-2015-00324813-CU-OE-STK

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Weinman v. Midbar Condo Development (Las Vegas One) - Settled

U.S. District Court, District of Nevada, Case No. 2:08-cv-00684

Nature of Case: Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Weltman v. Ortho Mattress - Class Certification Granted, Settled

U.S. District Court, Southern District California, Case No. 08-cv-0840

Orange County Superior Court, Case No. 30-2009-00327802

Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

West v. Jerome's Furniture Warehouse - Settled

Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wheat v. Jerome's Furniture Warehouse - Settled

San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wietzke v. Costar Realty - Settled

U.S. District Court, Southern District California, Case No. 09-cv-2743

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed Martin Corporation - Settled

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Wilson v. Wal-Mart Associates, Inc. - In Litigation

U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Winston v. Lemoire Transportation, Inc. - In Litigation

Contra Costa County Superior Court, Case No. C-15-00897

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Witman v. Level 3 Communications - Settled

San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL

Nature of Case: Unpaid Commissions and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Yam v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

CO-COUNSEL - Class Actions

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of
Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings,
Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff &
Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP;
Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The
Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn &
Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren &
Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer,
Ellenhorn, Frischer & Sharp;

Castro & Cardwell v. B & H Education, Inc. - Settled

Los Angeles Superior Court Case No. BC456198

Nature of Case: Overtime and Labor Code Violations; Unfair Competition

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Aequitas Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lipow & Harris

Estrella v. B-Per Electronic, Inc. & My Wireless, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Norton & Melnik; Kitchin Legal; The Buxner Law Firm; Miller & Ayala, LLP; Webb & Bordson, APC; Law Office of Jennifer Hart; Olsen Law Offices, APC

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

In re Bank of America Wage and Hour Employment Practices Litigation - Settled

U.S. District Court, District of Kansas, Case No. MDL 2138

Nature of Case: Employment Claims under FLSA and California Labor Code

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Marlin & Saltzman; Stueve Siegel Hanson; United Employees Law Group

In re Walgreen Co. Wage and Hour Litigation - Settled

U.S. District Court, Central District of California, Case No. 11-cv-07664

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Scott Cole & Associates; Marlin & Saltzman; Malk law Firm; Ackermann & Tilajef; Marcarian Law Firm; Aiman-Smith and Marcy; Orshansky and Yeremian LLP, Aequitas Law Group APLC

Jackson v. Fresh & Easy Neighborhood Market Inc. – Settled

Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC)

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Carter Law Firm; The Cooper Law Firm; Aegis Law Firm, PC; Jose Gray, APLC

Jordan/Ramos v. DMV - Judgment for Plaintiff, Affirmed on appeal

Superior Court, Sacramento

Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Weiss & Yourman; Sullivan Hill.

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Lopez v. Tire centers, LLC - Settled

U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Manaster v. SureBeam - Settled

United States District Court
Nature of Case: Violation of Securities Act
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Miller v. Western Athletic Clubs, LLC - Settled
Santa Clara County Superior Court, Case No. 112-cv-228670
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Rukin Hyland Doria & Tindall LLP;
Velton Zegelman P.C.

Moffett v. WIS International - Settled
San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Emge & Associates; Law Office of
David A. Huch

Perez v. Urban Outfitters, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Capstone Law APC

Ridgewood Capital Management v. Gensia - Settled
U.S. District Court, Southern District of California, #CV-92-1500H
Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross,
Wolf & Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby;
Sullivan Hill; Blumenthal & Nordrehaug

Sandoval v. Redfin Corporation - In Litigation
U.S. District Court Northern District, Case No. 3:14-cv-04444-SC
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Khoury, Cohelan & Singer

Shurman v. Scimed - Settled
State of Minnesota District Court, Fourth District, #94-17640
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher

Sioson v. AMP Holding, Inc. - Settled
Orange County Superior Court, Case No. 30-2013-00663825
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Olsen Law Offices

Sirota v. Swing-N-Slide - Settled
Wisconsin District Court, County of Rock Wisconsin
Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim
Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled
Camden County Superior Court, New Jersey, #CAML0256198
Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled

Illinois District Court - Madison County

Deceptive Practice claim - Leased consumer telephone equipment

Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake

Sullivan v. Lyon Management Group - Settled

Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Webb & Bordson, APC

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EXHIBIT #2

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit (“Plaintiffs”) and 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”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the complaint that was filed in California state court and any amendments thereto, which is currently captioned *Singh, et al. v. Total Renal Care, Inc.*, Case No. CGC 16-550847 pending in Superior Court of the State of California, County of San Francisco.
- B. “Class” means all individuals who are or previously were employed by one or more of the Defendants in California at any time during the Class Period and who were classified as non-exempt.
- C. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her dates of employment; and his or her number of workweeks worked during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement

(other than formatting changes to facilitate printing by the Settlement Administrator).

- I. “Class Period” means the period of time from March 8, 2012 through the earlier of the date of the order approving Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement or May 6, 2019.
- J. “Class Representative Service Payments” means the service payments made to Plaintiffs in their capacity as Class Representatives in order to compensate each of them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event they were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs as set forth herein.
- K. “Court” means the Superior Court of California, County of San Francisco.
- L. “Defendants’ Counsel” means Evan R. Moses and Aaron H. Cole of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- M. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(O) of this Agreement.
- N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- O. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Judgment is entered.
 - 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” means Eight Million Dollars (\$8,000,000) to be paid by Defendants as provided by this Agreement. This amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the PAGA Payment contemplated in the

Settlement in this Agreement, but excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.

- R. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- V. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- W. “Released Parties” means 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.
- X. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- Y. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not-to-exceed bid and shall be agreed to by all counsel.
- Z. “Settlement Shares” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On March 8, 2016, Plaintiffs filed a Complaint against defendant Total Renal Care, Inc. in the Superior Court of the State of California, County of San Francisco. Plaintiffs asserted claims that defendant Total Renal Care, Inc.:
1. Violated California Business and Professions Code § 17200 *et seq.*;
 2. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 3. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 4. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 5. Wrongfully terminated plaintiff Melynda Singh in violation of public policy; and,
 6. Violated California Labor Code § 1102.5(c) with respect to plaintiff Melynda Singh.
- B. On May 9, 2016, defendant Total Renal Care, Inc. filed an Answer to Plaintiff's complaint generally denying all claims and asserting 25 affirmative defenses.
- C. On June 29, 2016, Plaintiffs filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2689 *et seq.* ("PAGA").
- D. On August 10, 2016, defendant Total Renal Care, Inc. filed an Answer to Plaintiff's First Amended Complaint generally denying all claims and asserting 27 affirmative defenses.
- E. On August 30, 2017, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour class actions. During the mediation, each side, represented by its respective counsel, were unable to agree to a settlement.
- F. On January 4, 2018, Plaintiffs filed an Amendment to Complaint Naming Doe 1 and designated Doe 1 as DVA Renal Healthcare, Inc.
- G. On February 8, 2018, defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc. filed an Answer to Plaintiffs' Amendment to Complaint generally denying all claims and asserting 27 affirmative defenses.
- H. On or around April 5, 2018, defendant DVA Renal Healthcare, Inc. filed an Answer to Plaintiffs' First Amended Complaint generally denying all claims and asserting 27 affirmative defenses.

- I. On May 3, 2018, Plaintiffs filed a Second Amended Complaint including as defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc.
- J. On June 7, 2018, defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc. filed an Answer to Plaintiffs' Second Amended Complaint generally denying all claims and asserting 31 affirmative defenses.
- K. On January 22, 2019, the Parties participated in a second all-day mediation presided over by Louis Marlin, Esq. During the mediation, each side, represented by its respective counsel, reached an agreement to settle the Action based on a mediator's proposal, the basic terms of which were then memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- L. As part of the Settlement, the Parties have agreed to stipulate to the filing of Doe amendments to the Second Amended Complaint adding as Doe defendants 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 before moving for preliminary approval of this Settlement.
- M. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is Eight Million Dollars (\$8,000,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiffs:** In addition to the Settlement Shares, Plaintiffs will apply to the Court for an award of not more than \$15,000 as a Class Representative Service Payment to plaintiff Melynda Singh and awards of not more than \$10,000 each as Class Representative Service Payments to plaintiffs Narcisso Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit. Defendants will not oppose Class Representative Service Payments of not more than \$15,000 as a Class Representative Service Payment to plaintiff Melynda Singh and awards of not more than \$10,000 each as Class Representative Service Payments to plaintiffs Narcisso Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments for less than the amounts set forth above to each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to the Plaintiffs with respect to the payment. To receive the payment, the Plaintiffs agree to a 1542 waiver and a general release of all claims as set forth herein below.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$2,666,666 (one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$35,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than \$2,666,666 and \$35,000, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than \$2,666,666 or \$35,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Blumenthal, Nordrehaug Bhowmik De Blouw LLP.
3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Payment of \$100,000 out of the Gross Settlement Amount, which shall be allocated \$75,000 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$25,000 to the Net Settlement Amount for distribution to the Participating Class Members. If the Court approves a PAGA Payment of less than \$100,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$82,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$82,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
- C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member’s workweeks worked that occurred during the Class Period.
 3. **Withholding.**
 - a. One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.
 - b. One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for interest and One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 5. **Class Size Modification.** Defendants have represented that the Class Members collectively worked approximately 3,118,818 workweeks during

the time period of March 8, 2012 through February 1, 2019. In regard hereto, Defendants will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and workweeks for the Class Period. The Gross Settlement Amount will increase proportionally with added workweeks if the number of workweeks is more than 10% of the estimated 3,118,818 workweeks.

- D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint KCC Class Action Services as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Settlement Administrator shall obtain a Employer Identification Number under Internal Revenue Service Form W-9 for the QSF and shall use that Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other

documents necessary to implement the Settlement will be referred to the mediator for resolution.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration, and shall not be used for any other purpose by Class Counsel.
- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more

current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Member may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice

Packets, written objections to the Settlement setting forth the grounds for the objection. Alternatively, the Participating Class member may appear at the Final Approval Hearing to orally object. A Participating Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b. **Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment must submit to the Settlement Administrator with copies to Parties Counsel not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objection to the fees and costs setting forth the grounds for the objection. Alternatively, the Participating Class member may appear at the Final Approval Hearing to orally object. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Non-Participating Class Members shall have no ability to object to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question is

raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendants will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendants to Reject Settlement.** If more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement. Defendants will notify Class Counsel and the Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.
5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise

encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendants.

6. Additional Briefing and Final Approval.

- a. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date the Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than 16 court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- c. If any opposition is filed, then not later than 5 court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses; and Plaintiffs and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payments, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement

administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Provision of Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount by depositing the money with the QSF established by the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members, their Settlement Shares and their share of the PAGA award; to Plaintiffs, the Class Representative Service Payments; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement Administration Expenses.

10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to a mutually agreeable alternative or the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, in the name of the Participating Class Member and the Participating Class Member will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to the Participating Class Members whether or not they cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

1. **Participating Class Members.** As of the date the Judgment becomes Final, Plaintiffs and the Participating Class Members fully and finally release and discharge Defendants and the other Released Parties from all claims and causes of action alleged in the Second Amended Complaint or any subsequent amended complaints or all claims and causes of action that could have been alleged based on the facts of the Second Amended Complaint or any subsequent amended complaints that occurred during the Class Period. The Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, defined below. By virtue of this Settlement, the Participating Class Members shall be deemed to have, and by operation of the Judgment entered by the Court, shall have fully, finally and forever settled and released all of the Released Class Claims. "Released Class Claims" are defined as all causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative

complaint, including all of the following claims for relief that occurred during the Class Period: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; (c) failure to provide proper meal 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.

2. **Plaintiffs.** As of the date the Judgment becomes Final, Plaintiffs hereby fully and finally release Defendants and the other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to their work with Defendants ("Plaintiffs' Released Claims"). This release excludes only the release of claims not permitted by law.
3. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discovers facts and/or claims in addition to or different from those that they now know or

believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or releasing party.

4. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity except Class Members, as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means that Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this Action and the venue/case number of this Action (but not any other settlement details) for such purposes. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members.
- I. Plaintiffs and Class Counsel are not currently aware of any (a) unalleged claims in addition to, or different from, those which are finally and forever settled and

released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the Second Amended Complaint in this Action. Plaintiffs and Class Counsel further represent that, other than the instant Action, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum as of the date of the execution of this Settlement Agreement. Plaintiffs and Class Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants.

J. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this

Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal, Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Evan R. Moses
Aaron H. Cole
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel.: (213) 239-9800
Fax: (213) 239-9045

E-Mail: evan.moses@ogletreedeakins.com
aaron.cole@ogletreedeakins.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Action shall be stayed and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions to ensure the continuing implementation of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 8, 2019, 2019

Melynda Singh



Melynda Singh (May 8, 2019)

Dated: _____, 2019

Narcisso Santor

Dated: _____, 2019

Anna Sibal

Dated: _____, 2019

Jay Sinson

E-Mail: evan.moses@ogletreedeakins.com
aaron.cole@ogletreedeakins.com

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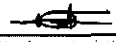
The Parties and their counsel hereby execute this Agreement.

Dated: _____, 2019

Melynda Singh

Dated: May 8, 2019, 2019

Narcisso Santor



Narciso santor jr (May 8, 2019)

Dated: _____, 2019

Anna Sibál

Dated: _____, 2019

Jay Sinson

E-Mail: evan.moses@ogletreedeakins.com
aaron.cole@ogletreedeakins.com

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Dated: _____, 2019

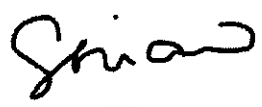
Melynda Singh

Dated: _____, 2019

Narcisso Santor

Dated: 05/08, 2019

Anna Sibal



Dated: _____, 2019

Jay Sinson

E-Mail: evan.moses@ogletreedeakins.com
aaron.cole@ogletreedeakins.com

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Dated: _____, 2019

Melynda Singh

Dated: _____, 2019

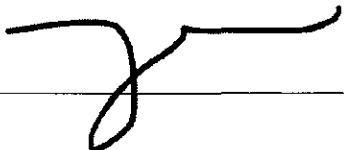
Narcisso Santor

Dated: _____, 2019

Anna Sibal

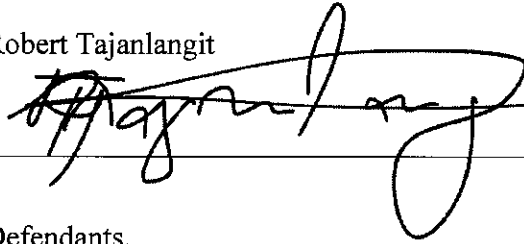
Dated: 5/16, 2019

Jay Sinson



Dated: 5/8, 2019

Robert Tajanlangit



Dated: _____, 2019

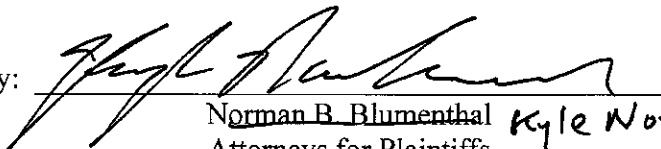
Defendants.

By: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 5/16, 2019

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: 
Norman B. Blumenthal
Attorneys for Plaintiffs

Kyle Nordrehaug

Dated: _____, 2019

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____

Evan R. Moses
Attorneys for Defendants

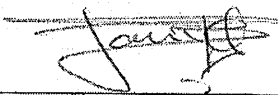
Dated: _____, 2019

Robert Tajanlangit

Dated: MAY 30, 2019

DEFENDANTS

By: _____


Name: JAVIER RODRIGUEZ
Title: CEO, DAVITA KIDNEYCARE

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2019

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: June 3, 2019

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____


Evan R. Moses
Attorneys for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

(Singh v. Total Renal Care, Inc., et al., San Francisco Superior Court Case No. CGC-16-550847)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before <<____>>. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	Tell the Court why you do not like the settlement. Directions are provided below. Written objections must be submitted by <<____>>.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit filed in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

You have received this Class Notice because you have been identified as a member of the Class which is defined as:

All individuals who are or previously were employed by one or more of the Defendants in California at any time during the Class Period and who were classified as non-exempt.

The “Class Period” is the period of time from March 8, 2012 through May 6, 2019.

The “Defendants” are 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

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 8, 2016, Plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit

(“Plaintiffs”) filed a Complaint against defendant Total Renal Care, Inc. in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-550847 (the “Action”). On June 29, 2016, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”). On May 3, 2018, Plaintiffs filed a Second Amended Complaint including as defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc. As part of the Settlement, Plaintiffs filed Doe amendments to the Second Amended Complaint adding as Doe defendants 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.

The Action alleges the following claims and violations against the Defendants: (1) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*; (2) failure to pay overtime wages in violation of Cal. Labor Code § 510; (3) failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; and, (4) failure to timely pay all wages due in violation of Cal. Labor Code §§ 201, 202, and 203; and (5) violation of PAGA (i.e., California Labor Code § 2698 *et seq.*) based upon these violations.

Defendants deny that they violated the law in any way, and further deny that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Payment. Defendant has agreed to pay Eight Million Dollars (\$8,000,000) (called the “Gross Settlement Amount”) to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments to Participating Class Members, the Class Representative Service Payments, all attorneys’ fees, costs and expenses of Class Counsel awarded by the Court, the PAGA Payment in connection with PAGA, and the expenses of the Settlement Administrator. No amount of the Gross Settlement Amount will revert to Defendant for any reason.

The Gross Settlement Amount shall be paid to the Settlement Administrator by Defendant within fifteen days of when the Judgment becomes Final. The Settlement Administrator will make payments of the Gross Settlement Amount within fifteen days of the receipt of the funds.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration Expenses. Payment to the Settlement Administrator, in an amount not to exceed \$82,000, for the expense of notifying the Class Members of the Settlement, processing opt outs submitted by Class Members, and distributing settlement payments.
- Attorneys’ Fees, Expenses, and Costs. Payment to Court-approved Class Counsel of reasonable attorneys’ fees not to exceed \$2,666,666 (one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$35,000 for all expenses incurred as documented in Class Counsel’s billing records as their Class Counsel Litigation Expenses Payment. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Class Representative Service Payments. A service award not to exceed \$15,000 to plaintiff Melynda Singh and \$10,000 each to plaintiffs Narcisso Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit to compensate them for their services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payment the Plaintiffs are otherwise entitled to as a Participating Class Member.
- LWDA Payment. A civil penalty payment of \$75,000 to the California Labor Workforce Development Agency's share of civil penalties under PAGA.

Calculation of Class Member Settlement Shares. After the above payments are subtracted from the Gross Settlement Amount, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). "Participating Class Member" means a Class Member who does **not** timely submit a valid Election Not to Participate in Settlement.

The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a "Participating Class Member", a settlement check will automatically be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the purpose of calculating applicable taxes, one-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. One-Third of each Participating Class Member's Settlement Share is in settlement of claims for interest and One-Third of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. Participating Class Members shall be exclusively liable for any employee's share of tax liability, if any. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Claims Released by the Settlement. As of the date the Judgment becomes Final, all Participating Class Members shall fully and finally release and discharge Defendants and the other Released Parties from all claims and causes of action alleged in the Second Amended Complaint or any subsequent amended complaints or all claims and causes of action that could have been alleged based on the facts of the Second Amended Complaint or any subsequent amended complaints that occurred during the Class Period. The Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, defined below. By virtue of this Settlement, the Participating Class Members shall be deemed to have, and by operation of the Judgment entered by the Court, shall have fully, finally and forever settled and released all of the Released Class Claims. "Released Class Claims" are defined as all causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief that occurred during the Class Period: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; (c) failure to provide proper meal 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.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement.

4. How much will my payment be?

Defendant's records reflect that you have <<____>> weeks worked during the Class Period.

Based on this information, your estimated Settlement Share is calculated to be <<\$____>>.

If you wish to challenge the information stated immediately above, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided in this Class Notice no later than forty-five (45) calendar days after the postmark date of this Class Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: KCC Class Action Services, _____, (800) _____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed about a month after the Court grants final approval. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

6. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a written request to the Settlement Administrator that states "I do not want to be part of the settlement class in the *Singh v. Total Renal* class action." This Election Not to Participate in Settlement must be signed, state the Class Member's name and address, and be postmarked no later than _____. Written requests for exclusion that are postmarked after _____, or are unsigned by the Class Member, will be rejected, and those Class Members will remain bound by the Settlement and the release described above. A Class Member who properly and timely submits an Election Not to Participate in Settlement will not be bound by the Settlement **and will not receive a Settlement Share.**

7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement, either in writing or orally at the final approval hearing. Objections in writing must state the Class Member's name, current address, telephone number, dates of employment with Defendant, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. Written objections must be submitted to the Settlement Administrator at the below addresses on or before [REDACTED]. All written objections or other correspondence must also state the name and number of the case, which is *Singh v. Total Renal*, in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-550847. Alternatively, Class Members shall be entitled to be heard at the final approval hearing (whether individually or through separate counsel) to orally object to the Settlement. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. Any Class Member who does not submit written objections or who fails to make oral objections at the final approval hearing shall have waived any objection to the Settlement, whether by appeal or otherwise.

The address for the Settlement Administrator is

Singh v. Total Renal Settlement Administrator
c/o KCC Class Action Services
[REDACTED]
[REDACTED]

Phone: [REDACTED]

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Evan R. Moses
Aaron H. Cole
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] 00:00 AM/PM on [REDACTED], at the San Francisco County Superior Court in Department ____, located at 400 McAllister St., San Francisco, California 94102. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at (800) [REDACTED] or write to *Singh v. Total Renal* Settlement Administrator, c/o [REDACTED]; or contact Class Counsel at 1-858-551-1223.

You may receive a copy of the Settlement, the Final Judgment or other settlement documents by writing to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2255 Calle Clara, La Jolla, CA 92037 or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Singh v. Total Renal*. You may also get more details by examining the documents in the court's file at <http://www.sfsuperiorcourt.org> and entering the Case No. CGC-16-550847.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any funds from uncashed checks will then be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

**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
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] PRELIMINARY
APPROVAL ORDER**

Hearing Date:

Hearing Time:

Reservation No. _____

Judge: Hon.

Dept.:

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 ____ a.m. on _____, with Blumenthal Nordrehaug
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

PRELIMINARY APPROVAL ORDER

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

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

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

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

23 7. The Court provisionally appoints Plaintiffs as the Class Representatives for the
24 Class.

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

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

11 10. The Court hereby appoints KCC Class Action Services as Settlement
12 Administrator.

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

23 12. A final approval hearing shall be held before this Court on _____ at
24 _____ in Department ____ of the San Francisco County Superior Court, to determine all
25 necessary matters concerning the Settlement, including: whether the proposed settlement of the
26 Action on the terms and conditions provided for in the Agreement is fair, adequate and
27 reasonable and should be finally approved by the Court; whether an Order Granting Final
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Approval and a Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's fees and litigation costs, Plaintiffs' service awards, and the expenses of the Settlement Administrator.

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

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

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

16. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

38129972.1

**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 APPROVAL
ORDER**

Hearing Date:
Hearing Time:

Judge: Hon.
Dept.:

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 _____ before the above entitled Court. Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared on behalf of Plaintiffs Melynda Singh, Narcisso 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 _____, the Court granted preliminary approval of a class-wide
21 settlement. At this same time the Court approved certification of a provisional settlement class
22 for settlement purposes only. The Court hereby confirms this Order and finally approves the
23 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 _____. Mailing of the Class Notice to their last known addresses was the

28 **FINAL APPROVAL ORDER**

1 best notice practicable under the circumstances and was reasonably calculated to communicate
2 actual notice of the litigation and the proposed settlement to the members of the Class. The
3 Court finds that the Class Notice provided fully satisfies the requirements of California Rules of
4 Court, rule 3.769.

5 5. The deadline for opting out or for objecting in writing was
6 _____. There was an adequate interval between notice and deadline to permit Class
7 Members to choose what to do and act on their decision. ____ Class Members appeared at the
8 hearing to make oral objections. In total, ____ Class Members opted out, and ____ Class
9 Members objected.

10 **Fairness of the Settlement**

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

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

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

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

21 d. The percentage of objectors and requests for exclusion is small.
22 ____ objections were received. ____ requests for exclusion were received.

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

25 7. The Gross Settlement Amount to be paid by Defendants pursuant to the
26 terms of the Agreement is Eight Million Dollars (\$8,000,000). The consideration to be given to
27 the Class Members under the terms of the Settlement is fair, reasonable and adequate considering
28

FINAL APPROVAL ORDER

1 the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and
2 adequate compensation for the Settlement of this action and release of the Released Class
3 Claims, given the uncertainties and risks of the litigation and the delays which would ensue from
4 continued prosecution of the action.

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

7 **Attorneys' Fees**

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

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

18 **Service Awards**

19 11. The Agreement provides for a service award of up to \$15,000 as a Class
20 Representative Service Payment to plaintiff Melynda Singh and awards of not more than \$10,000
21 each as Class Representative Service Payments to plaintiffs Narcisso Santor, Anna Sibal, Jay
22 Sinson and Robert Tajanlangit. The amounts of these payments are reasonable in light of the
23 risks and burdens undertaken by the Plaintiffs in the Action.

24 **Settlement Administration Expenses**

25 12. The Agreement provides for settlement administration expenses in an
26 amount not to exceed \$82,000. The Declaration of the Settlement Administrator provides that
27

1 the actual settlement administration expenses were \$_____. The amount of this
2 payment is reasonable in light of the work performed by the Settlement Administrator.

3
4 **II.**

5 **ORDERS**

6 Based on the foregoing findings, and good cause appearing, IT IS
7 HEREBY ORDERED, ADJUDGED AND DECREED:

8 1. The certification of the Class is confirmed for the purposes of settlement
9 only. The Class is hereby defined to include: “all individuals who are or previously were
10 employed by one or more of the Defendants in California at any time during the Class Period and
11 who were classified as non-exempt.” The Class Period is March 8, 2012 through May 6, 2019.

12 2. Excluded from the Class are only those members of the Class who have
13 submitted valid and timely requests for exclusion. There were _____ requests for exclusion
14 [submitted by _____].

15 3. The Agreement is hereby approved as fair, reasonable, adequate, and in
16 the best interest of the Class. In consideration for settlement and a release of all Released Class
17 Claims, each Class Member who did not timely request exclusion (“Participating Class
18 Member”) will receive a Settlement Share from the Net Settlement Amount in accordance with
19 the Agreement.

20 4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and litigation costs in the amount of \$_____. Class Counsel shall not seek or obtain
21 any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

22 5. The payment of a service award to Plaintiff Singh in the amount of
23 \$_____ is approved and the payment of a service award to Plaintiffs Narcisso Santor, Anna
24 Sibal, Jay Sinson and Robert Tajanlangit in the amount of \$_____ each is approved.

25 6. The payment of \$_____ to the Settlement Administrator for
26 Administration Expenses is approved.
27

28 **FINAL APPROVAL ORDER**

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

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

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

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER

**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:
Hearing Time:

Judge: Hon.
Dept.:

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, Narcisso 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

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.
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL JUDGMENT

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Piya Mukherjee (SBN 274217)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Email: norm@bamlawca.com

Attorneys for Plaintiffs

EVAN R. MOSES, CA Bar No. 198099

evan.moses@ogletreedeakins.com

AARON H. COLE, CA Bar No. 236655

aaron.cole@ogletreedeakins.com

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

400 South Hope Street, Suite 1200

Los Angeles, CA 90071

Telephone: 213.239.9800

Facsimile: 213.239.9045

Attorneys for Defendant

TOTAL RENAL CARE, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

TOTAL RENAL CARE, INC., a
California Corporation; and Does 1
through 50, Inclusive,

Defendant.

Case No. CGC 16-550847

**STIPULATION TO AMEND CLASS
ACTION SETTLEMENT
AGREEMENT**

Action Filed: March 8, 2016

1 The undersigned, counsel of record for Plaintiff Melynda Singh, Narcisso
2 Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit (“Plaintiffs”) and Defendants Total
3 Renal Care, Inc., DVA Renal Healthcare, Inc., DaVita Inc., RTC-California, Continental
4 Dialysis, Inc., DaVita NephMed of CA, Kidney Care RX, Inc., Knickerbocker Dialysis, Inc.,
5 Phys Dialysis Acquisitions, Renal Life Link, Inc., RMS LifeLink, Inc., RTC-Illinois, RTC-
6 MidAtlantic, RTC-Southeast, RTC-West, Village Health DM, LLC, GDC Resources, LLC,
7 and Patient Pathways (“Defendants”), hereby respond to the Court’s August 14, 2019
8 following the hearing on Plaintiffs’ Motion for Preliminary Approval of Class Action
9 Settlement Agreement as follows:

10 **WHEREAS**, following the hearing on the motion for preliminary settlement
11 approval, the Parties agreed to make certain modifications to the Class Action Settlement
12 Agreement (“Agreement”) in response to issues raised by the Court;

13 **WHEREAS**, the Parties have prepared this Stipulation to revise the Agreement
14 in order to address certain issues raised by the Court;

15
16 **THEREFORE**, the Parties, by and through their counsel of record, HEREBY
17 STIPULATE AND AGREE to modify and amend the Agreement as follows:

18 1. Section III(B)(1) of the Agreement is modified to read as follows:

19 1. **To Plaintiffs.** In addition to the Settlement Shares, Plaintiffs will apply
20 to the Court for awards of not more than \$10,000 as Class Representative Service
21 Payments to plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson
22 and Robert Tajanlangit. In addition, Plaintiff Singh will seek approval of the
23 additional \$5,000 payment to her as consideration for the release of her
24 individual claims. Defendants will not oppose Class Representative Service
25 Payments of not more than \$10,000 each to plaintiffs Melynda Singh, Narcisso
26 Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit. Defendant also will not
27 oppose the additional \$5,000 payment to Plaintiff Singh, which altogether are
28

1 referred to herein as the Class Representative Service Payments. The Settlement
2 Administrator will pay the Class Representative Service Payments approved by
3 the Court out of the Gross Settlement Amount. If the Court approves Class
4 Representative Service Payments for less than the amounts set forth above to
5 each of the Plaintiffs, the remainder will be retained in the Net Settlement
6 Amount for distribution to Participating Class Members. Payroll tax
7 withholding and deductions will not be taken from the Class Representative
8 Service Payments and instead a Form 1099 will be issued to the Plaintiffs with
9 respect to the payment. To receive the payment, the Plaintiffs agree to a 1542
10 waiver and a general release of all claims as set forth herein below.
11

12 2. The form of Class Notice attached to the Agreement as Exhibit A is revised to
13 make the above corresponding revision, and the revised Class Notice which shall be used
14 instead is attached hereto as Exhibit A.
15

16 **IT IS SO STIPULATED.**

17 Dated: October 2, 2019


NORMAN B. BLUMENTHAL
KYLE R. NORDREHAUG
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Attorneys for Plaintiffs

21 Dated: October 2, 2019

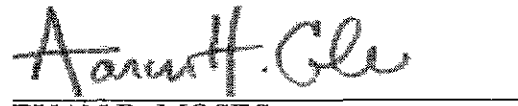

EVAN R. MOSES
AARON H. COLE
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
Attorneys for Defendant
TOTAL RENAL CARE, INC.

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

(Singh v. Total Renal Care, Inc., et al., San Francisco Superior Court Case No. CGC-16-550847)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before <<____>>. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	Tell the Court why you do not like the settlement. Directions are provided below. Written objections must be submitted by <<____>>.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit filed in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

You have received this Class Notice because you have been identified as a member of the Class which is defined as:

All individuals who are or previously were employed by one or more of the Defendants in California at any time during the Class Period and who were classified as non-exempt.

The “Class Period” is the period of time from March 8, 2012 through May 6, 2019.

The “Defendants” are 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

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 8, 2016, Plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson, and Robert Tajanlangit

("Plaintiffs") filed a Complaint against defendant Total Renal Care, Inc. in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-550847 (the "Action"). On June 29, 2016, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2698 *et seq.* ("PAGA"). On May 3, 2018, Plaintiffs filed a Second Amended Complaint including as defendants Total Renal Care, Inc. and DVA Renal Healthcare, Inc. As part of the Settlement, Plaintiffs filed Doe amendments to the Second Amended Complaint adding as Doe defendants 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.

The Action alleges the following claims and violations against the Defendants: (1) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*; (2) failure to pay overtime wages in violation of Cal. Labor Code § 510; (3) failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; and, (4) failure to timely pay all wages due in violation of Cal. Labor Code §§ 201, 202, and 203; and (5) violation of PAGA (i.e., California Labor Code § 2698 *et seq.*) based upon these violations.

Defendants deny that they violated the law in any way, and further deny that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Payment. Defendant has agreed to pay Eight Million Dollars (\$8,000,000) (called the "Gross Settlement Amount") to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments to Participating Class Members, the Class Representative Service Payments, all attorneys' fees, costs and expenses of Class Counsel awarded by the Court, the PAGA Payment in connection with PAGA, and the expenses of the Settlement Administrator. No amount of the Gross Settlement Amount will revert to Defendant for any reason.

The Gross Settlement Amount shall be paid to the Settlement Administrator by Defendant within fifteen days of when the Judgment becomes Final. The Settlement Administrator will make payments of the Gross Settlement Amount within fifteen days of the receipt of the funds.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration Expenses. Payment to the Settlement Administrator, in an amount not to exceed \$82,000, for the expense of notifying the Class Members of the Settlement, processing opt outs submitted by Class Members, and distributing settlement payments.
- Attorneys' Fees, Expenses, and Costs. Payment to Court-approved Class Counsel of reasonable attorneys' fees not to exceed \$2,666,666 (one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$35,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Class Representative Service Payments. A service award not to exceed \$10,000 each to plaintiffs Melynda Singh, Narcisso Santor, Anna Sibal, Jay Sinson and Robert Tajanlangit to compensate them for their services on behalf of the Class in initiating and prosecuting the Action. In addition, Plaintiff Singh will seek approval of the additional \$5,000 payment to her as consideration for the release of her individual claims. These payments are in addition to whatever payment the Plaintiffs are otherwise entitled to as a Participating Class Member.
- LWDA Payment. A civil penalty payment of \$75,000 to the California Labor Workforce Development Agency's share of civil penalties under PAGA.

Calculation of Class Member Settlement Shares. After the above payments are subtracted from the Gross Settlement Amount, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). "Participating Class Member" means a Class Member who does **not** timely submit a valid Election Not to Participate in Settlement.

The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a "Participating Class Member", a settlement check will automatically be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the purpose of calculating applicable taxes, one-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. One-Third of each Participating Class Member's Settlement Share is in settlement of claims for interest and One-Third of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. Participating Class Members shall be exclusively liable for any employee's share of tax liability, if any. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Claims Released by the Settlement. As of the date the Judgment becomes Final, all Participating Class Members shall fully and finally release and discharge Defendants and the other Released Parties from all claims and causes of action alleged in the Second Amended Complaint or any subsequent amended complaints or all claims and causes of action that could have been alleged based on the facts of the Second Amended Complaint or any subsequent amended complaints that occurred during the Class Period. The Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, defined below. By virtue of this Settlement, the Participating Class Members shall be deemed to have, and by operation of the Judgment entered by the Court, shall have fully, finally and forever settled and released all of the Released Class Claims. "Released Class Claims" are defined as all causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief that occurred during the Class Period: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; (c) failure to provide proper meal 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.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement.

4. How much will my payment be?

Defendant's records reflect that you have <<____>> weeks worked during the Class Period.

Based on this information, your estimated Settlement Share is calculated to be <<\$_____>>.

If you wish to challenge the information stated immediately above, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided in this Class Notice no later than forty-five (45) calendar days after the postmark date of this Class Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: KCC Class Action Services, _____, (800) _____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed about a month after the Court grants final approval. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

6. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a written request to the Settlement Administrator that states "I do not want to be part of the settlement class in the *Singh v. Total Renal* class action." This Election Not to Participate in Settlement must be signed, state the Class Member's name and address, and be postmarked no later than _____. Written requests for exclusion that are postmarked after _____, or are unsigned by the Class Member, will be rejected, and those Class Members will remain bound by the Settlement and the release described above. A Class Member who properly and timely submits an Election Not to

Participate in Settlement will not be bound by the Settlement **and will not receive a Settlement Share.**

7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement, either in writing or orally at the final approval hearing. Objections in writing must state the Class Member's name, current address, telephone number, dates of employment with Defendant, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. Written objections must be submitted to the Settlement Administrator at the below addresses on or before [REDACTED]. All written objections or other correspondence must also state the name and number of the case, which is *Singh v. Total Renal*, in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-550847. Alternatively, Class Members shall be entitled to be heard at the final approval hearing (whether individually or through separate counsel) to orally object to the Settlement. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. Any Class Member who does not submit written objections or who fails to make oral objections at the final approval hearing shall have waived any objection to the Settlement, whether by appeal or otherwise.

The address for the Settlement Administrator is

Singh v. Total Renal Settlement Administrator
c/o KCC Class Action Services
[REDACTED]
[REDACTED]

Phone: _____

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Evan R. Moses
Aaron H. Cole
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Francisco County Superior Court in Department ___, located at 400 McAllister St., San Francisco, California 94102. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at (800) [REDACTED] or write to *Singh v. Total Renal* Settlement

Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

You may receive a copy of the Settlement, the Final Judgment or other settlement documents by writing to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2255 Calle Clara, La Jolla, CA 92037 or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Singh v. Total Renal*. You may also get more details by examining the documents in the court's file at <http://www.sfsuperiorcourt.org> and entering the Case No. CGC-16-550847.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any funds from uncashed checks will then be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.