

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiffs,

vs.

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

Defendants.

Case No. **CGC 16-550847**

**DECLARATION OF ANNA SIBAL IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 11, 2020

Hearing Time: 9:30 a.m.

Judge: Hon. Ethan Schulman

Dept: 302

Date Filed: March 8, 2016

1 I, Anna Sibal, declare as follows:

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

7 2. The Defendants in this case are Total Renal Care, Inc., DVA Renal Healthcare, Inc.,
8 DaVita Inc., RTC-California, Continental Dialysis, Inc., DaVita NephMed of CA, Kidney
9 Care RX, Inc., Knickerbocker Dialysis, Inc., Phys Dialysis Acquisitions, Renal Life
10 Link, Inc., RMS LifeLink, Inc., RTC-Illinois, RTC-MidAtlantic, RTC-Southeast, RTC-West,
11 Village Health DM, LLC, GDC Resources, LLC, and Patient Pathways ("Total Renal"). I
12 worked for Defendants as a non-exempt employee between April 2012 to March of 2017. I
13 decided to join this class action lawsuit for the benefit of myself and other current and former
14 non-exempt employees of Total Renal and be a class representative because I felt that they
15 violated my legal rights as an employee and others like me because, among other things, I
16 was subjected to multiple meal and rest break violations. Specifically, although Total Renal
17 paid me a premium for some meal period violations, Total Renal failed to pay me the correct
18 amount for those violations. I was paid at my straight hourly rate rather than my "regular rate"
19 which is a higher rate because it factors in all my compensation for the work period such as
20 non-discretionary bonuses. Rest break violations are also supposed to be paid at the "regular
21 rate" and, like meal break violations, Total Renal paid me at only my straight, hourly rate in
22 violation of California law. Total Renal also failed to pay me meal and rest period premiums for
23 all violations that occurred during my employment. Total Renal also violated California
24 labor law by issuing me inaccurate wage statements which did not clearly list all the wages I
25 was paid.

26 3. This class action case was filed on March 8, 2016. Before the lawsuit was filed I
27 spoke to my attorneys several times and discussed how Total Renal implemented its company
28

1 policies and procedures. I also assisted my attorneys in their investigation into my claims by
2 providing them documents and answering their questions. I reviewed the complaint before it
3 was filed and after it was filed I was given access to an electronic file sharing program that
4 alerted me via email when important documents were filed so that I could review them and keep
5 up with the developments in the case which I understood was one of my duties as a class
6 representative. I would also call my attorneys from time to time if I had any questions about the
7 case. My attorneys were regularly available when I contacted them.

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

14 5. I understood that being a part of this lawsuit involved risks. For example, at the
15 time the lawsuit was filed, I was a current employee of Defendants. Suing a current employer
16 caused me significant stress and anxiety. I also knew there was a risk that future employers, if
17 they ever found out about this lawsuit, could hold it against me. My attorneys also explained to
18 me that if the case went to trial and we lost, I could be held responsible to pay for all or part of
19 the attorney fees and costs paid by Total Renal to defend this lawsuit. Despite the stress and
20 anxiety, I decided these risks were worth it and decided to fight for my rights and the rights of
21 others regardless of the risks, time and effort I spent on this case.

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

25 7. This case first went to mediation on August 30, 2017 and it did not settle at that
26 time. A second mediation was held on January 22, 2019 and although I was not in attendance, I
27 was available by telephone to speak with my attorneys and did speak with them regarding the
28

1 terms of the settlement which was reached between the parties. I understood that I was
2 representing absent class members and therefore wanted the best possible result to be obtained
3 for the class and I believe a great result was in fact achieved via settlement. I reviewed and
4 signed the Memorandum of Understanding on January 23, 2019 and when the settlement papers
5 were ready, I again spoke with my attorneys to review the settlement agreement which I signed
6 on May 8, 2019.

7 8. For the past forty six months I have been actively involved with this class action
8 lawsuit performing the duties described above. Although I did not keep time records, I was in
9 regular contact with my attorneys, reviewed important court filings and spent a lot of time on the
10 issues presented during the lawsuit and in the settlement process. I estimate that I spent between
11 70 to 80 hours working on this case.

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

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

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

24 12. In light of all the time and effort I have spent on this case, the risk I undertook by
25 suing a current employer, the exposure to being responsible for paying Defendants' costs in the
26 event we did not win the case, the reputational risk that future employers may hold this lawsuit
27 against me, the general release, and in light of the size of the settlement, I believe the request for
28

1 \$10,000 as a service award is fair and reasonable.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.
4

5 Executed on Jan 10, 2020, at Sacramento California
6 (city, state)

7 
8 Anna Irah sibal (Jan 10, 2020)

9 Anna Sibal
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28