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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

11 MELYNDA SINGH, NARCISSO
12 SANTOR, ANNA SIBAL, JAY
13 SINSON, AND ROBERT
14 TAJANLANGIT, individuals, on behalf
15 of themselves, and on behalf of all persons
16 similarly situated,

14 Plaintiffs,

15 v.

16 TOTAL RENAL CARE, INC., a
17 California Corporation; and Does 1 through
18 50, Inclusive,

18 Defendants.

Case No. CGC 16-550847

CLASS ACTION

**DECLARATION OF ZACHARY COOLEY
RE: NOTICE PROCEDURES**

1 I, Zachary Cooley, declare as follows:

2 1. I am employed as a Senior Project Manager by KCC Class Action Services, LLC
3 (“KCC”), located at 462 Fourth St, Louisville Kentucky. KCC was appointed as the Settlement
4 Administrator in this matter and is not a party to this action. I have personal knowledge of the
5 facts set forth herein and, if called as a witness, could and would testify competently thereto.
6

7 **Class List**

8 2. On October 29, KCC received from Defendant a list of 17,523 persons identified
9 as the Class List. KCC formatted the list for mailing purposes, removed duplicate records, and
10 processed the names and addresses through the National Change of Address Database (“NCOA”)
11 to update any addresses on file with the United States Postal Service (“USPS”). KCC updated its
12 proprietary database with the Class List.
13

14 **Mailed Notice**

15 3. On November 7, 2019, KCC caused the Notice to be printed and mailed to the
16 17,517 names and mailing addresses in the Class List that remained after removing 6 duplicate
17 records. A true and correct copy of the Notice is attached hereto as Exhibit A.

18 4. Since mailing the Notices to the Class Members, KCC has received 905 Notices
19 returned by the USPS with undeliverable addresses. Through credit bureau and/or other public
20 source databases, KCC performed address searches for these undeliverable Notices and was able
21 to find updated addresses for 613 Class Members. KCC promptly re-mailed Notice Packets to the
22 found new addresses.
23

24 **Toll-Free Telephone Number**

25 5. On or before November 7, 2019, KCC established a toll-free telephone number
26 dedicated to answering telephone inquiries from Class Members.
27
28

1 **Request for Exclusion from Class**

2 6. The postmark deadline for Class Members to request to be excluded from the class
3 was December 23, 2019. As of the date of this declaration, KCC has received 18 requests for
4 exclusion. A list of the Class Members requesting to be excluded is attached hereto as Exhibit B.
5

6 **Objections to the Settlement**

7 7. The postmark deadline for Class Members to object to the settlement was
8 December 23, 2019. As of the date of this declaration, KCC has received 0 objections to the
9 settlement.
10

11 **Preliminary Settlement Award Calculations**

12 8. KCC has preliminarily calculated the Class Member settlement awards. These
13 calculations are based on the assumptions that the gross settlement amount is \$8,000,000.00, and
14 from that amount, deductions are made for: (a) attorneys' fees (\$2,666,666.66); (b) attorneys'
15 costs (\$35,000.00); (c) named plaintiff awards (\$55,000.00); (d) payment to the California Labor
16 & Workforce Development Agency (\$75,000.00); and (e) administration costs (\$82,000.00). The
17 remaining amount (\$5,086,333.34; the "Net Settlement Fund") will be allocated pursuant to the
18 terms of the settlement to those Class Members preliminarily approved for payment. Currently,
19 the maximum and average class member allocation is estimated to be \$1,499.82 and \$290.55,
20 respectively. Should the Court-awarded fees or costs differ than those shown above, or if the list
21 of Class Members approved for payment and/or their class data changes, the estimated award
22 allocation calculations will change accordingly.
23

24 **Administration Costs**

25 9. As of the date of this declaration, KCC estimates its total cost of administration to
26 be \$82,000.00. This amount includes costs to date as well as through the completion of this
27 matter.
28

1
2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed this 15th day of 2020 at Louisville, Kentucky.
4

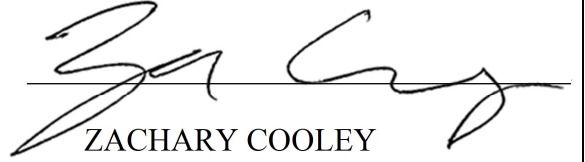
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7 ZACHARY COOLEY
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EXHIBIT A

TOI

«Barcode»

Postal Service: Please do not mark barcode

Claim#: TOI-«Claim8»-«CkDig»

«FirstName» «LastName»

«Addr1» «Addr2»

«City», «St»«FProv» «Zip»«FZip»

«Country»

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: \$<<EstSet>>. 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, postmarked on or before December 23, 2019. 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 postmarked on or before December 23, 2019.

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 Attorneys 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; (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 October 10, 2019. 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 Participating Class Members.
- 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; (h) 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 of relief described above, or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) 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 <<WksWkd>> weeks worked during the Class Period.

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

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 December 23, 2019.

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:

Singh v. Total Renal Care, Inc.
Settlement Administrator
P.O. Box 43208
Providence, RI 02940-3208
Tel: 1-866-507-8027

The Court will hold a hearing on February 11, 2020 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 Care, Inc.* 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 December 23, 2019. Written requests for exclusion that are postmarked after December 23, 2019, 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 address postmarked on or before December 23, 2019. All written objections or other correspondence must also state the name and number of the case, which is *Singh v. Total Renal Care, Inc.*, 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 Care, Inc.
Settlement Administrator
P.O. Box 43208
Providence, RI 02940-3208
Tel: 1-866-507-8027

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: 1-858-551-1223 / Fax: 1-858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Evan R. Moses
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 9:30 AM on February 11, 2020 at the San Francisco County Superior Court in Department 302, 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 1-866-507-8027 or write to:

Singh v. Total Renal Care, Inc.
Settlement Administrator
P.O. Box 43208
Providence, RI 02940-3208

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 Care, Inc.* You may also get more details by examining the documents in the court's file at 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

Singh v Total Renal Care Inc et al Opt Out List

ClaimID	FirstName	LastName	OptOut
TOI-100018580	VANESSA	VILLALPANDO	12/23/2019
TOI-100024351	CECILIA	FISHER	11/19/2019
TOI-100027423	JACQUELINE	ETTER	12/17/2019
TOI-100028373	ABIGAIL	THOMPSON	12/23/2019
TOI-100035159	KRISTI	COLLINS	12/23/2019
TOI-100035426	MEGUMI	NETH	11/19/2019
TOI-100047092	JULIE	CONNOR	12/23/2019
TOI-100047572	LIN	WU	12/23/2019
TOI-100060250	ENJOLEE	GOUGH	12/17/2019
TOI-100094686	SARA	KIDD	11/29/2019
TOI-100095925	PARSIG	CHOULJIAN	12/4/2019
TOI-100117627	CLARENCE	CAAUWE	11/20/2019
TOI-100118224	TERESA	BREWSTER	11/29/2019
TOI-100145990	KRISTEN	TRAUB	11/20/2019
TOI-100146015	SUJIN	KIM	11/14/2019
TOI-100157106	RITA	SIELICKI	11/13/2019
TOI-100158269	TAI-PING	WANG	11/12/2019
TOI-100170978	IRISA	ALIGADA	11/21/2019