

FILED
Superior Court of California
County of Sacramento
08/22/2025
V. Aleman, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

LORRAINE WALTERS, JENNIFER
THORNTON, AMPARITO DOMINGUEZ,
TAMERIA HARTLEY, MARIEL JINN
GARCIA, MARINA MARTINEZ, TWINKLE
TUTTLE, MARIA SALDANA JONES,
EUNICE LEON, OSVALDO LEON,
ELIZABETH HARBERT, KYLE C.
BURKARDT, and CATALINA ROSALES, as
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

TOTAL RENAL CARE, INC., DAVITA,
INC., RENAL TREATMENT CENTERS—
CALIFORNIA, INC., DVA RENAL
HEALTHCARE, INC., DAVITA
HEALTHCARE PARTNERS, INC.,
VILLAGEHEALTH DM, LLC, AND
PATIENT PATHWAYS, LLC; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00319163-CU-OE-GDS

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 22, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: May 2, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Lorraine Walters, Jennifer Thornton, Amparito
2 Dominguez, Tamera Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria
3 Saldana Jones, Eunice Leon, Osvaldo Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina
4 Rosales (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement
5 Agreement (“Agreement”) with Defendants Total Renal Care, Inc., DaVita, Inc., Renal Treatment
6 Centers—California, Inc., DVA Renal Healthcare, Inc., DaVita Healthcare Partners, Inc.,
7 VillageHealth DM, LLC, and Patient Pathways, LLC (“Defendants”), and the expenses of the
8 Administrator and the motion for attorneys’ fees, expenses and service awards duly came on for
9 hearing on August 22, 2025 before the Honorable Lauri A. Damrell.

10 **I.**

11 **FINDINGS**

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

- 14 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the Superior Court for the State of California, in and for the County of Sacramento, and over all
17 Parties to this litigation, including the Class.
- 18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of Seven Million Four Hundred
20 Thousand Dollars (\$7,400,000) and the terms set forth in the Agreement are fair, reasonable, and
21 adequate.
- 22 4. The Court further finds that the Settlement was the result of arm’s length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
25 Settlement, and the assistance of an experienced mediator in the settlement process, among other
26 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

1 **Preliminary Approval of the Settlement**

2 5. On February 21, 2025, the Court granted preliminary approval of the Settlement.
3 At this same time, the Court approved conditional certification of the Class for settlement
4 purposes only.

5 **Notice to the Class**

6 6. In compliance with the Preliminary Approval Order, the Court-approved Class
7 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
8 about April 28, 2025. Mailing of the Class Notice to their last-known addresses was the best
9 notice practicable under the circumstances and was reasonably calculated to communicate actual
10 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
11 Class Members fully and accurately informed the Class Members of all material elements of the
12 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
13 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
14 fully with the laws of the State of California, the United States Constitution, due process and other
15 applicable law. The Class Notice fairly and adequately described the Settlement and provided
16 Class Members adequate instructions and a variety of means to obtain additional information.

17 7. The Response Deadline for challenging credited workweeks and/or pay periods,
18 electing a digital payment, opting out of the Class or submitting written objections to the
19 Settlement was June 27, 2025, which for re-mailings was extended by fourteen (14) days. There
20 was an adequate interval between notice and the deadline to permit Class Members to choose what
21 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
22 Members to participate in this hearing, and all Class Members and other persons wishing to be
23 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
24 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
25 Court determines that all Class Members who did not timely and properly submit a request for
26 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Steve Mehta, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

7 b. Plaintiffs and Class Counsel's investigation and discovery have been
8 sufficient to allow the Court and counsel to act intelligently.

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Class Counsel recommended approval of the Agreement.

11 d. The percentage of objectors and requests for exclusion is small. Zero
12 objections were received. Two (2) requests for exclusion were received.

13 e. The participation rate was high. 18,713 Participating Class Members will
14 be mailed a settlement payment, representing 99.99% of the overall Class. 997 Participating Class
15 Members submitted an Election Form to receive their payment digitally.

16 9. The consideration to be given to the Class Members under the terms of the
17 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
18 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
19 Members' claims, given the uncertainties and significant risks of the litigation and the delays
20 which would ensue from continued prosecution of the action.

21 10. The Agreement is approved as fair, adequate and reasonable and in the best
22 interests of the Class Members.

23 **PAGA Penalties**

24 11. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
25 of \$150,000, which shall be allocated \$112,500 to the Labor & Workforce Development Agency
26 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
27 Agreement pursuant to the PAGA and \$37,500 to be distributed to the Aggrieved Employees and
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1 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
2 (\$37,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
3 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
4 Periods. "Aggrieved Employees" are Plaintiffs and all non-exempt employees who worked for
5 Defendants in the State of California during the PAGA Period (February 2, 2020 through June 17,
6 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice
7 of the Agreement and these settlement terms and has not indicated any objection thereto. The
8 Court finds the PAGA Penalty to be reasonable.

9 **Administration Expenses Payment**

10 12. The Administrator shall calculate and administer the check and digital payments to
11 be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
12 transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax
13 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
14 Agreement. The Administrator has documented \$95,340 in fees and expenses, and this amount is
15 reasonable in light of the work performed by the Administrator.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 13. An award of \$2,466,666 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$66,831.02 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and billing statement.

22 **Class Representative Service Payments**

23 14. The Agreement provides for Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$10,000 to each of the Plaintiffs are reasonable
26 in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

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1 21. The PAGA Penalty amount of \$150,000 is approved and is to be distributed in
2 accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

6 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
7 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
8 any wrongdoing by Defendants or that this Action is appropriate for class or representative
9 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
10 the Agreement, nor any document referred to herein, nor any action taken to carry out the
11 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
12 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
13 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
14 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
15 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
16 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
17 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
18 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
19 Released Class Claims and/or Released PAGA Claims.

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

25 25. If the Agreement does not become final and effective in accordance with the terms
26 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
27 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
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1 revert to their respective positions as of before entering into the Agreement, and expressly reserve
2 their respective rights regarding the prosecution and defense of this Action, including all available
3 defenses and affirmative defenses, and arguments that any claim in the Action could not be
4 certified as a class action and/or managed as a representative action.

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

6 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
7 Plaintiffs, and all members of the Class, shall take nothing in the Action.

8 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
9 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
10 supervise and adjudicate any dispute arising from or in connection with the distribution of
11 settlement benefits.

12 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
13 provided in the Agreement and in this Final Approval Order and Judgment.

14 29. Effective on the date when Defendants fully fund the entire Gross Settlement
15 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
17 release claims against all Released Parties as follows:

18 (a) All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, release Released Parties from the Released Class Claims. The "Released Class
21 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
22 stated in the Operative Complaint which occurred during the Class Period during employment in a
23 non-exempt position in California, including: failure to pay all regular wages, minimum wages
24 and overtime wages due; failure to properly calculate the regular rate for overtime pay or meal
25 period or rest period premium pay; failure to provide proper meal and rest periods, to properly
26 provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and
27 rest periods (including claims for premium pay pursuant to Labor Code section 226.7); failure to
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1 reimburse business expenses (including claims pursuant to Labor Code section 2802); failure to
2 provide personnel records; failure to provide complete and/or accurate wage statements (including
3 wage statement penalties pursuant to Labor Code section 226); waiting time penalties pursuant to
4 Labor Code section 203 that could have been premised on the claims pleaded in the Operative
5 Complaint; unfair business practices that could have been premised on the claims pleaded in the
6 Operative Complaint. Except as expressly set forth in this Agreement, Participating Class
7 Members do not release any other claims, including claims for vested benefits, wrongful
8 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, workers' compensation, the Individual Claims of plaintiffs Walters,
10 Harbert, Burkardt and Eunice Leon which are subject to a separate release, or claims based on
11 facts occurring outside the Class Period.

12 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
15 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
16 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
17 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
18 California, including, claims for PAGA penalties based on failure to pay all regular wages,
19 minimum wages, overtime and sick leave wages due; failure to properly calculate the regular rate
20 for overtime pay or meal period or rest period premium pay; failure to provide proper meal and
21 rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium
22 pay in lieu of meal and rest periods; failure to reimburse business expenses ; failure to provide
23 personnel records; failure to provide complete and/or accurate wage statements; failure to pay
24 wages when due and failure to pay waiting time penalties pursuant to Labor Code section 203;
25 failure to provide paid sick leave; failure to provide suitable seating; failure to pay accrued
26 vacation pay; unlawful deductions from wages; and unlawful criminal background checks. The
27 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
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1 claims for wrongful termination, discrimination, unemployment insurance, disability and worker's
2 compensation, the Individual Claims of plaintiffs Walters, Harbert, Burkardt and Eunice Leon
3 which are subject to a separate release, and claims outside of the PAGA Period.

4 (c) Plaintiffs and their respective former and present spouses, representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
6 Released Parties from the Plaintiffs' Release as fully set forth in the Agreement.

7 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
8 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
11 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12 31. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
14 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
15 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
16 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

17 32. A Final Accounting Declaration regarding the status of the distribution of
18 settlement funds shall be filed on or before August 13, 2026. A Settlement Compliance Hearing
19 regarding distribution of settlement funds is hereby set for August 28, 2026 at 10:30 a.m.

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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22 Dated: 8/22/25



A handwritten signature in blue ink, appearing to read "L. Damrell".

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24 HON. LAURI A. DAMRELL
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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