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Superior Court of California
County of Sacramento

01/13/2025

By: A. Turner Deputy

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

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 7, 2025
Hearing Time: 9:00 a.m.
Reservation ID # **A-319163-001**

Judge: Hon. Lauri A. Damrell
Dept: 22

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

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Lorraine Walters, Jennifer Thornton, Amparito Dominguez, Tameria Hartley,
4 Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Eunice Leon, Osvaldo
5 Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina Rosales (“Plaintiffs”) in this matter. As
6 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
7 within my own personal knowledge, and if called as a witness, I could testify competently to the
8 matters stated herein.

9 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
10 preliminary approval of the proposed class action settlement with Defendants Total Renal Care,
11 Inc., DaVita, Inc., Renal Treatment Centers-California, Inc., DVA Renal Healthcare, Inc., DaVita
12 Healthcare Partners, Inc., VillageHealth DM, LLC, and Patient Pathways, LLC (“Defendants”),
13 which motion seeks entry of an order: (1) preliminarily approving the proposed settlement of this
14 class action with Defendants; (2) for settlement purposes only, conditionally certifying the Class,
15 which is comprised of “all individuals who are or previously were employed by Defendants who
16 were classified as non-exempt in the State of California during the Class Period”, which is May 7,
17 2019 through June 17, 2024; (3) provisionally appointing Plaintiffs as the representatives of the
18 Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP, Crosner
19 Legal, P.C., Elkin Gamboa, LLP, Kyle Todd, PC, Haines Law Group, APC, Szmanda Law Firm,
20 P.C. and The Law Office of Matthew J. Gustin, James Hawkins APLC, JCL Law Firm, APC, and
21 Zakay Law Group, APLC as Class Counsel; (5) approving the form and method for providing class-
22 wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing
23 Apex Class Action as Administrator, and (8) scheduling a final approval hearing date, proposed for
24 June 27, 2025 which is at least 120 days from preliminary approval, to consider Plaintiffs’ motion
25 for final approval of the settlement and for approval of attorneys’ fees and expenses. Attached
26 hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
27 (“Agreement”) along with exhibits thereto. This Declaration incorporates by reference the
28

1 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
2 in the Agreement.

3
4 Fairness of Settlement

5 3. This global class settlement will resolve twelve related wage and hour lawsuits. As
6 consideration for this Settlement, the non-reversionary Gross Settlement Amount of Seven Million
7 Four Hundred Thousand Dollars (\$7,400,000) (the “Gross Settlement Amount”) is to be paid by
8 Defendants, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
9 pending in the Action between the Parties and will be made in full and final settlement of the
10 Released Class Claims in exchange for the payments to Participating Class Members from the Net
11 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
12 fees and costs, (c) the Class Representative Service Payments, and (d) the PAGA Penalties payment
13 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.21.) The
14 following is a table of the key financial terms of the Settlement and the proposed deductions:

15 **\$7,400,000** (Gross Settlement Amount)

- 16 - \$130,000 (Plaintiffs’ proposed service award - not to exceed amount)
17 - \$86,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
18 - \$2,466,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
19 - \$150,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
20 - \$100,000 (Administration Expenses Payment - not to exceed amount)

21 **\$4,467,334** (Net Settlement Amount)

22 4. The relief provided in the Settlement will benefit all members of the Class. The
23 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
24 Payments to the Class Members are all determined under a neutral methodology. Each Participating
25 Class Member will receive the same opportunity to participate in and receive payment through a
26 neutral formula that is based upon the Workweeks for that individual.

27 5. On March 19, 2024, the Parties participated in an all-day mediation session presided
28 over by Steve Mehta, a respected and experienced mediator of wage and hour class actions. In
preparation for the mediation, Defendants provided Class Counsel with payroll and employment
data and other information regarding the Class Members, various internal documents, and other
compensation and employment-related materials. Class Counsel analyzed the data with the

1 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
2 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
3 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
4 fair, reasonable and adequate.

5 6. Based upon 19,604 Class Members who collectively worked 1,891,729 Workweeks
6 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$377 per Class
7 Member and \$3.91 per Workweek and after deductions the Net Settlement Amount provides an
8 average recovery of \$227.87 per Class Member and a recovery of \$2.36 per Workweek.¹ The
9 calculations to compensate for the amount due for the Class at the time of the mediation were
10 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
11 issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
12 wages for the employees. The maximum potential damages were calculated to be \$10,136,515 for
13 the alleged unpaid wages due to off-the-clock work at 10 minutes per week, \$10,254,186 for alleged
14 meal period damages based upon a 24.8% potential violation rate for shifts observed in the time
15 records and after deducting the meal premiums (\$10,761,023) actually paid by Defendant and
16 further deducting the 75% of violations with the attestations rebutting the presumption of a
17 violation, and \$15,204,772 for alleged rest period damages based upon one violation per month,
18 \$1,091,382 for alleged unreimbursed business expenses for personal cell phone usage. As a result,
19 the total damage valuation was calculated that Defendant was subject to a maximum damage claim
20 in the amount of \$36,686,855. As to potential penalties, Plaintiffs calculated that potential waiting
21 time penalties were a maximum range of \$109,031,661, and potential maximum wage statement
22 penalties were \$58,152,200.² Defendants vigorously disputed Plaintiffs' calculations and exposure

24 ¹ In accordance with paragraph 7.1 of the Agreement, Defendant will be verifying the final class
25 figures along with other issues in a forthcoming declaration.

26 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
27 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
28 defenses asserted by Defendants, including, a good faith dispute defense as to whether any premium
wages for meal or rest periods or other wages were owed given Defendants' position that Plaintiffs
and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.

1 theories. Consequently, the Gross Settlement Amount of \$7,400,000 represents more than 20% of
2 the maximum value of the alleged damages at issue in this case at the time this Settlement was
3 negotiated.³ Importantly, the recent decision that good faith belief of compliance by the employer in
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the
5 claims for waiting time and wage statement penalties, even if wages were owed to the Class. The
6 above maximum calculations should then be adjusted in consideration for both the risk of class
7 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
8 settlement as compared to the potential value of claims in this case and the defenses asserted by
9 Defendants, this settlement is fair and reasonable. Specific details as to the calculation and
10 valuation of the claims for purposes of mediation and the negotiation of the Settlement are as
11 follows:

12 **A. Payroll and Timekeeping Data.** Defendants are healthcare service
13 providers with dialysis treatment centers throughout California. Plaintiff
14 received and Plaintiff's expert analyzed time punch data which covered
15 14,943 employees and 1,343,613 workweeks and payroll data which covered
16 9,882 employees and 713,821 pay periods, which were then both extrapolated
17 to the entire Class (19,604 employees and 1,891,729 workweeks) at the time
18 of mediation. The average hourly rate for the Class used in the class-wide
19 valuation calculations was \$32.15.

20 **B. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
21 allegations that Defendants' rounding practices resulted in time shaving. As a
22 result, Class Members were systematically subjected to this alleged
23 uncompensated work time. Off-the-clock damages assume employees were
24

25 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
26 good faith dispute as to whether and when the wages were due.").

27 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 not paid 10 minutes hour per workweek. Unpaid off-the-clock time based on
2 1 hour per week sums up to 310,288 total unpaid OTC hours. Unpaid OTC
3 wages are calculated at the hourly rate. As a result, the maximum value of
4 the claim for unpaid wages due to alleged off-the-clock work was
5 \$10,136,515.

6 C, **Alleged Meal Period Violations.** The meal period claim is based upon the
7 analysis of time punch records. The time punch records reflect a meal break
8 violation rate with waiver of 24.8% of all shifts (1,610,506 unique violations
9 out of 6,488,630 shifts). The pay data reflects meal break premiums paid for
10 334,713 instances, therefore roughly 20.8% of facial violations have had a
11 premium paid, which would total \$10,761,023 for the Class. The potential
12 1,610,506 unique meal break violations include 523,656 late (after 5th hour),
13 547,268 missed (for shifts greater than 6 hours), 394,947 short (under 30
14 minutes), and 500,395 missed 2nd meal breaks (for shifts greater than 12
15 hours). Also, 75% of these violations have the attestations rebutting the
16 presumption of a violation (“my choice”), so these were further deducted
17 from the alleged maximum violations. The damages for a missed period is
18 one hour of pay under Labor Code §§266.7 and 512. As a result, the
19 maximum potential damages for alleged meal period violations using the
20 24.8% potential violation rate, and after deducting premiums paid of
21 \$10,761,023 and the 75% of violations with attestations, were therefore
22 calculated to be \$10,254,186.

23 E. **Alleged Rest Period Violations.** The rest period claim is difficult to
24 calculate because California law does not require rest periods to be recorded.
25 For this claim, Plaintiffs found that Defendants’ had legally compliant rest
26 period policies. Therefore, violations would be episodic and/or isolated
27 incidents, so Plaintiff used a realistic violation rate of 1 per month. The
28 damages for a missed period is one hour of pay under Labor Code §§266.7

1 and 512. As a result, the maximum potential damages for alleged rest period
2 violations using this 24.8% violation rate were estimated to be \$15,204,772.

3 F. **Alleged Business Expenses Reimbursement.** The expense reimbursement
4 claim was based upon the personal cellphone usage for work purposes, such
5 as calls from supervisors and calls regarding scheduling. Defendants establish
6 that for the majority of the Class, using a phone was not needed and usage, if
7 any, was therefore only sporadic. The value of this claim used was \$5 per
8 month over 436,553 months and divided by 50% for half the Class, to
9 calculated that the maximum potential damages for the alleged failure to
10 reimburse business expenses were \$1,091,382.

11 G. **Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
12 all 9,938 terminated employees x 30 days x (8 hours per day x average rate of
13 pay + 2.25 hours per day x average rate of pay x 1.5). As such, the maximum
14 value of the potential waiting time penalties were calculated to be
15 \$109,031,661.

16 H. **Alleged Wage Statement Penalties.** Wage Statement Penalties are
17 calculated at \$50 for the initial violation and \$100 for each subsequent
18 violation with a max of \$4,000 per employee (assumes 100% violation). The
19 Wage Statement claim is predicated and is derivative of the above claims, so
20 the maximum valuation assumed there was a violation in every pay period
21 within the applicable one-year statute of limitation. The maximum value of
22 the potential wage statement penalties were therefore calculated to be
23 \$58,152,200.

24 I. **Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
25 penalties are paid primarily (75%) to the State of California, and do not
26 compensate for or release the individual claims of the employees. As such,
27 the PAGA Claim is not included in this valuation, however, the PAGA claim
28 is addressed separately below at paragraph 33.

1
2 Procedural History of the Litigation

3 7. On February 21, 2022, Plaintiff Walters filed with the LWDA and served on
4 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
5 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.
6 This PAGA Notice by Plaintiff Walters is attached hereto as Exhibit #3 for the Court's reference
7 and also included a copy of the draft complaint with the PAGA Notice.

8 8. On May 2, 2023, Plaintiff Walters filed a class action Complaint against Defendant
9 in the Superior Court of the State of California, County of Sacramento. This class action Complaint
10 asserted class claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof.
11 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
12 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
13 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code
14 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
15 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
16 Labor Code § 226; (7) failure to to reimburse employees for required expenses in violation of
17 California Labor Code § 2802; and, (8) failure to provide wages when due in violation of California
18 Labor Code §§ 201, 202 and 203.⁴ On January 30, 2024, plaintiff Lorraine Walters filed a First
19

20 ⁴ In the complaint, Plaintiff Walters also alleged individual (non-class) claims against
21 Defendants for Failure to Provide Reasonable Accommodation and Constructive Discharge and Other
22 Adverse Employment Actions in Violations of Public Policy as alleged in the Tenth and Eleventh
23 Causes of Action. As disclosed in paragraph 6.1(a) of the Agreement, Plaintiff reached a separate
24 settlement of these individual claims. The consideration given for the dismissal of the separate
25 Failure to Accomdate and Constructive Discharge claims is unrelated to and separate from the
26 settlement of her Class claims and PAGA claims and is based on separate facts and claims.
27 Plaintiffs Harbert, Burkardt and Eunice Leon had claims against Defendants other than the Class
28 claims and PAGA claims. These other claims are for discrimination, retaliation and wrongful
termination in violation of California Public Policy for plaintiffs Harbert and Burkardt, and
harassment and retaliation claims for plaintiff Eunice Leon which are being separately settled. The
consideration given for the settlement of the Individual Claims of Walters, Harbert, Burkardt and
Eunice Leon is unrelated to and separate from the settlement of their Class claims and PAGA claims
and is based on separate facts and claims

1 Amended Complaint adding a cause of action for violation of the Private Attorney General Act, Cal.
2 Labor Code §§ 2698, et seq. ("PAGA")

3 9. As part of this Settlement, the Parties stipulate to the filing of a Second Amended
4 Complaint in the *Walters* Action. On November 12, 2024, the Parties filed a Stipulation for Leave
5 to File a Second Amended Complaint in the *Walters* Action. The Second Amended Complaint adds
6 the plaintiffs and causes of action alleged in the Thornton Action, Dominguez Action, Tuttle Action,
7 Jones Action, Eunice Leon Action, Osvaldo Leon Action, Harbert Actions, and the Rosales Actions.
8 The Second Amended Complaint filed on December 4, 2024 in the *Walters* Action is the operative
9 complaint in the Actions (the "Operative Complaint").

10 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
11 including law and motion, both formal and informal discovery, and the production of hundreds of
12 pages of documents, class data, and other information, allowing for the full and complete analysis of
13 liabilities and defenses to the claims in the Action. The information for mediation obtained by
14 Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the class
15 covering 14,943 employees and 1,343,613 workweeks; (3) Defendants' wage and hour policies; (4)
16 the employment files for the Plaintiffs; and, (5) samples of wage statements provided by
17 Defendants. As such, Class Counsel received the data and information for the Class, which was
18 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

19 11. Class Counsel has extensive experience in litigating wage and hour class actions in
20 California. The Parties have vigorously litigated the Action since inception. During the course of
21 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
22 Defendants have engaged in significant research and investigation in connection with the Action.
23 Plaintiffs obtained informal discovery and the production of relevant documents and data from the
24 Defendants. Class Counsel has thoroughly analyzed the value of the claims during the prosecution
25 of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

26 12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
27 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
28 documents and information in connection with the Action. On March 19, 2024, the Parties

1 participated in an all-day mediation presided over by Steve Mehta, a respected mediator of wage and
2 hour representative and class actions. Following the mediation, each side, represented by its
3 respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which
4 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
5 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
6 contentious.

7 13. Although a settlement has been reached, Defendants deny any liability or
8 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
9 any purpose other than settlement, the Action is appropriate for class and/or representative
10 treatment. Defendants contend, among other things, that they have complied at all times with the
11 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
12 Defendants contend that class certification is inappropriate for any reason other than for settlement.
13 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further
14 contend that the Actions are appropriate for class certification on the basis that the claims meet the
15 requisites for class certification. Without admitting that class certification is proper, Defendants has
16 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.17).
17 The Parties agree that certification for settlement purposes is not an admission that class
18 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
19 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the
20 Action, the Parties stipulate and agree that the requisites for establishing class certification with
21 respect to the Class are satisfied.

22 14. Class Counsel has conducted an investigation into the facts of the class action.
23 Informal discovery was obtained, which included the production of hundreds of pages of
24 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents
25 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until
26 Class Counsel possessed sufficient information to make an informed judgment regarding the
27 likelihood of success on the merits and the results that could be obtained through further litigation.
28 In addition, Class Counsel previously negotiated settlements with other employers in actions

1 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own
2 independent investigation, evaluation and experience, Class Counsel believes that the settlement
3 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in
4 the best interest of the Class in light of all known facts and circumstances, including the risk of
5 significant delay, defenses asserted by Defendants, and potential appellate issues.

6
7 Settlement Terms and Plan of Allocation

8 15. The Gross Settlement Amount is Seven Million Four Hundred Thousand Dollars
9 (\$7,400,000). (Agreement at ¶ 1.21.) Under the Settlement, the Gross Settlement Amount consists
10 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
11 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
12 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
13 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.21.) The Gross Settlement Amount does
14 not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
15 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

16 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
17 payroll taxes thereon no later than 15 days after the Effective Date. (Agreement at ¶ 4.3.) The
18 distribution of Individual Class Payments to Participating Class Members will be made within 14
19 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

20 17. The amount remaining in the Gross Settlement Amount after the deduction of
21 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
22 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
23 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
24 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
25 ¶¶ 1.27 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
26 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
27 total number of Workweeks worked by all Participating Class Members during the Class Period and
28 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶

1 3.2(e).) Workweeks will initially be based on Defendants' records, however, Class Members will
2 have the right to challenge the number of Workweeks.

3 18. Class Members may choose to opt-out of the Settlement by following the directions
4 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
5 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
6 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
7 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and
8 will remain subject to the release of the Released PAGA Claims regardless of their request for
9 exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise
10 the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
11 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 19. Participating Class Members must cash their Individual Class Payment check within
13 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days
14 will be voided and any funds represented by such checks sent to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
16 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.5.)

17 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
18 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
19 will be paid for settlement administration in an amount not to exceed \$100,000. (Agreement at ¶
20 3.2(c).) Apex Class Action provided an estimate of \$94,725 for administration expenses and a
21 Declaration of Sean Hartranft of Apex is submitted herewith.

22 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
23 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
24 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
25 Class Counsel Litigation Expenses Payment in an amount not to exceed \$86,000. (Agreement at ¶
26 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
27 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

28 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross

1 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
2 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$150,000. (Agreement at ¶¶
3 1.33 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
4 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
5 Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA
6 Payments to be distributed to the Aggrieved Employees based on the number of their respective
7 PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service and
8 in the Decl. Nordrehaug, the LWDA has been served with this motion and the Agreement.

9
10 Risks of Continued Litigation and Standards for Approval

11 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
12 litigate and trying this Action against Defendants through possible appeals which could take several
13 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
14 especially in complex class actions such as this Action. Class Counsel is also mindful of and
15 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
16 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
17 Settlement set forth in the Agreement is in the best interest of the Class Members.

18 24. Here, a number of defenses asserted by Defendants present serious threats to the
19 claims of the Plaintiffs and the other Class Members. Defendants asserted that Defendants’
20 practices complied with all applicable Labor laws. Defendants argued that Class Members were
21 paid for all time worked and that all work time was properly recorded. Defendants contend that
22 their meal and rest period policies fully complied with California law and Defendants did not fail to
23 provide the opportunity for legally required meal and rest breaks. Defendants could argue that their
24 payment of significant meal period premiums is evidence of lawful practices. Defendants also
25 established that 75% of the alleged meal period violations were rebutted by a employee attestation
26 (My Choice clicked) Defendants contend that there was no failure to pay for business expenses and
27 any cell phone usage was merely convenient and voluntary such that reimbursement was not legally
28 required. Defendants could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53

1 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to
2 the meal and rest period claims. Defendants also argue that based on their facially lawful practices,
3 Defendant acted in good faith and without willfulness, which if accepted would negate the claims
4 for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec.*
5 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith
6 believed it was providing a complete and accurate wage statement in compliance with the
7 requirements of section 226, then it has not knowingly and intentionally failed to comply with the
8 wage statement law.") Defendants' defenses could eliminate or substantially reduce any recovery to
9 the Class. While Plaintiffs believe that these defenses could be overcome, Defendants maintain
10 these defenses have merit and therefore present a serious risk to recovery by the Class.

11 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
12 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
13 recover on behalf of any employees other than themselves. At the time of the mediation,
14 Defendants forcefully opposed the propriety of class certification, arguing that individual issues
15 precluded class certification. Further, as demonstrated by the California Supreme Court decision in
16 *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome
17 for a class-wide recovery even where the class has been certified. While other cases have approved
18 class certification in wage and hour claims, class certification in this action was hotly disputed and
19 the maintenance of a certified class through trial was by no means a foregone conclusion.

20 26. This settlement is therefore certainly entitled to preliminary approval. Were this
21 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
22 things, that wages were owed on a class-wide basis. As explained below, this was and is a
23 substantial risk:

24 A. **Risks With Specific Claims and Their Class-Wide Valuations** - The specific
25 claims also had risks which impacted both liability and the valuation of the claim.
26 The meal and rest break claims present significant hurdles for class certification
27 because of the potential for individual issues as to why a break was missed. In my
28 experience, these claims would be difficult to certify. As to the alleged claim for off-

1 the-clock-work, again this claims presented problems both as to certification and
2 liability. Defendants argued that it added an extra two minutes of work time to
3 ensure there was no reduction because of rounding. Defendants could argue that
4 work time was all captured while clocked in or were otherwise negligible work time.
5 Therefore, this claim would be difficult to prove and to value on a class-wide basis
6 even if certified. Finally, as to the statutory penalties relating to waiting time and
7 wage statements, these claims are both derivative of the above claims and are subject
8 to their own defenses. As discussed above, the Defendants asserted significant
9 defenses to all of the predicate violations, which means that under the new decision
10 in *Naranjo*, even if the violations were proven, these penalties would be denied. As
11 a result, the claims for statutory penalties likely have no value through continued
12 litigation.

13 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
14 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
15 3.2(a).) The Plaintiffs performed their duties admirably by working with Class Counsel over the
16 course of litigation. The Declaration of the Plaintiffs are submitted herewith in support. At this
17 stage, the requested service awards are well within the accepted range of awards for purposes of
18 preliminary approval, subject to the Court's determination at final approval. *See e.g. Andrews v.*
19 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
20 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
21 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service
22 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
23 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*
24 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
25 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,
26 *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of
27 \$100,000 in enhancements).

28 28. The stage of the proceedings at which this Settlement was reached also militates in

1 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
2 conducted a thorough investigation into the facts of the class action. Class Counsel began
3 investigating the Class Members' claims before the Actions were filed, and during the course of
4 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
5 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
6 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
7 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
8 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
9 success on the merits and the results that could be obtained through further litigation.

10 29. Based on the foregoing data and their own independent investigation and evaluation,
11 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
12 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
13 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
14 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
15 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
16 success on the merits and the results that could be obtained through further litigation.

17
18 Class Certification Issues

19 30. Plaintiffs contends that the proposed settlement meets all of the requirements for
20 class certification under California Code of Civil Procedure § 382 as demonstrated below, and
21 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
22 should conditionally certify the Class for settlement purposes only, defined as follows:

23 All individuals who are or previously were employed by Defendants who were
24 classified as non-exempt in the State of California during the Class Period.

25 (Agreement at ¶ 1.5.)

26 The Class Period is from May 7, 2019 through June 17, 2024. (Agreement at ¶ 1.12.) Per
27 paragraph 7.1 of the Agreement, Defendant is to provide a forthcoming declaration to verify the
28 Class figures.

1 a. **Numerosity** - Here, Plaintiffs assert that the 19,604 current and former
2 employees that comprise the Class can be identified based on Defendants' records and are
3 sufficiently numerous for class certification.

4 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
5 questions of law and fact are present, specifically the common questions of whether Defendants'
6 employment practices were lawful, whether Defendants failed to provide meal and rest periods to
7 Class Members, whether Class members were lawfully compensated for all hours worked, whether
8 Defendants failed to provide required expense reimbursement, and whether Class Members are
9 entitled to damages and penalties as a result of these practices. Plaintiffs contend that certification
10 of this Class is appropriate because Defendants allegedly engaged in uniform practices with respect
11 to the Class Members. As a result, these common questions of liability could be answered on a
12 class wide basis.

13 c. **Typicality** - Plaintiffs contend that the typicality requirement is fully
14 satisfied. Plaintiffs, like every other member of the Class, was employed by Defendants as a non-
15 exempt employee, and, like every other member of the Class, were subject to the same employment
16 practices. Plaintiffs, like every other member of the Class, also claim owed compensation as a
17 result of the Defendants' uniform company policies and practices. Thus, the claims of Plaintiffs and
18 the members of the Class arise from the same course of conduct by Defendants, involve the same
19 issues, and are based on the same legal theories.

20 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
21 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
22 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
23 requirement is met here. First, Plaintiffs are well aware of their duties as the representative of the
24 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
25 communicated with Class Counsel, provided documents and information to Class Counsel, and
26 participated in the investigation and resolution of the Actions. The personal involvement of the
27 Plaintiffs was essential to the prosecution of the Actions and the monetary settlement reached.
28 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and

1 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
2 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
3 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
4 adequacy of representation is satisfied.

5 31. Adequacy of Representation and Absence of Conflict: Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can competently
7 represent the Class. Other lawyers at my firm and I have extensive class litigation experience. We
8 have handled a number of class actions and complex cases and have acted both as counsel and as
9 lead and co-lead counsel in a variety of these matters. We have successfully prosecuted and
10 obtained significant recoveries in numerous class action lawsuits and other lawsuits involving
11 complex issues of law and fact. My firm is particularly experienced in wage and hour employment
12 law class actions, including claims for misclassification, overtime, expense reimbursement,
13 unlawful deduction of wages, and missed rest and meal periods. Blumenthal Nordrehaug Bhowmik
14 De Blouw LLP has been involved as class counsel in over hundreds of wage and hour class actions.
15 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be adequate counsel by the
16 courts throughout California. We have been approved as experienced class counsel by both state
17 and federal courts in California in contested class certification proceedings. A true and correct copy
18 of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is defined as
19 “all individuals who are or previously were employed by Defendants who were classified as
20 non-exempt in the State of California during the Class Period.” I have reviewed my firm’s cases
21 and representation of other plaintiffs and there is no conflict or representation which would prevent
22 my firm from representing the interests of the Class this case. My firm only represents employees,
23 and not employers. My firm has never represented Defendant nor any affiliate of the Defendants.
24 My firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and
25 to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
26 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
27 claims are all against different and distinct employers. I can think of no conflict that would arise in
28 our representation of the Class and our adequate representation of the Class is evidenced by the

1 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
2 neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Administrator for this
3 settlement. Thus, the adequacy requirement for my firm is satisfied.

4 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
5 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
6 “A” to the Agreement.) The Class Notice mailing will include Spanish and Tagalog translations.
7 (Agreement at ¶ 8.4(b).) In addition, the Class Notice will also be e-mailed and also provides for
8 digital payments. (Agreement at ¶¶ 5.4 and 8.4.). The Class Notice will include, among other
9 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members
10 if they do not opt out, including a description of the applicable release; (iii) information to the Class
11 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual
12 Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be
13 sought; (v) the amount of the Plaintiffs’ service award request; and (vi) the anticipated expenses of
14 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
15 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request
16 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) Class
17 Members shall be given the opportunity to object to the Settlement and/or requests for attorneys’
18 fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
19 Members who do not submit a timely and proper request to opt-out will automatically receive a
20 payment of their Individual Class Payment. This notice program was designed to meaningfully
21 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

22
23 33. The PAGA Claim -

24 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
25 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
26 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
27 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
28 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of

1 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
2 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
3 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
4 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
5 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
6 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
7 class members." (LWDA Response at p.4).

8 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
9 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
10 \$41,993,200 and \$83,986,400 for a single violation in every one of the 839,864 pay periods at issue
11 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
12 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
13 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
14 per pay period but without stacking.⁵ The PAGA allocation in the Settlement is the amount of
15 \$150,000. This allocation is justified by several important considerations. First, the PAGA claim
16 was subject to the same risks as the underlying class claims. Second, Defendants asserted additional
17 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
18 Defendants could also argue that no penalties prior to the PAGA notification should be awarded,
19 and I am aware of one Court which has so ruled. These additional defenses present a risk to the
20 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
21 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
22 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
23 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
24 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 839,864 pay

25
26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$41,993,200 and \$83,986,400 is the civil penalty amount without
28 stacking. If stacking is permitted, then the valuation increases with each additional penalty added to
each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking
and in the cases cited herein, only one penalty per pay period was assessed.

1 periods were established, using the valuation from *Carrington* results in a potential recovery of only
2 \$4,199,320 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
3 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the
4 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

5 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
6 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
7 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
8 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
9 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
10 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
11 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
12 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
13 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
14 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
15 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
16 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
17 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
18 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
19 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
20 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
21 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
22 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
23 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
24 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
25 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
26 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
27 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
28 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties

1 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
2 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
3 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
4 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
5 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
6 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
7 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
8 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
9 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
10 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
11 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
12 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
13 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
14 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
15 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
16 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
17 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
18 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
19 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

20
21 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
22 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
23 reasonable, and at the time of final approval, my firm will present lodestar to further support the
24 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
25 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
26 of the class action awards obtained by Class Counsel in similar employment actions throughout the
27 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
28 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles

1 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
2 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
3 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
4 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
5 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
6 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
7 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
8 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
9 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
10 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
11 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
12 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
13 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
14 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
15 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
16 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
17 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
18 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
19 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
20 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
21 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
22 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
23 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
24 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
25 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
26 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
27 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
28 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage

1 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
2 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
3 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
4 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
5 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
6 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
7 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
8 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
9 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
10 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
11 No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class
12 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
13 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
14 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
15 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
16 award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare*
17 (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded
18 a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v.*
19 *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
20 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
21 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
22 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
23 November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.
24 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
25 settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County
26 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a
27 wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
28 reasonable in light of the fees that have been awarded in other similar cases.

1 35. Class Representative Service Payments - The reasonableness of the requested service
2 award is also established by reference to the amounts that other California courts have found to be
3 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
4 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
5 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
6 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
7 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
8 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
9 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
10 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
11 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
12 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
13 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
14 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
15 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
16 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
17 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
18 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
19 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
20 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
21 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
22 2011)(awarding \$10,000 service award together with additional compensation for their general
23 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
24 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
25 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
26 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
27 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
28 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000

enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - Besides the Actions, I am unaware of any other related cases pending against Defendants which would be impacted by this settlement. (See Agreement at ¶ 2.18.) The forthcoming Declaration from Defendants will also address Defendants' awareness of any other actions.

37. Administration - After seeking bids from qualified administrators, the estimate from Apex Class Action is was selected, as it provided for an estimate of \$95,340 to perform the settlement administration for a Class of up 20,500, with any difference between the actual expenses

1 and the budget of \$100,000 to be retained in the Net Settlement Amount for distribution to the
2 Class. I have used Apex Class Action successfully as the administrator in more than ten class
3 settlements in the last couple years and know them to be competent and experienced. My firm has
4 no relationship or connection with Apex Class Action, and thus no conflict of interest exists.
5 Submitted herewith is the Declaration of Sean Hartranft from Apex Class Action which includes the
6 estimate for administration from Apex Class Action.

7
8 Service on the LWDA:

9 38. At the same time as the filing and service of this declaration, I also served the
10 LWDA with the entire motion for preliminary approval which service included the Class Action and
11 PAGA Settlement Agreement. This service is verified by the accompanying proof of service and a
12 copy of the email receipt for this service is attached hereto as Exhibit #4.

13
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 13th day of January, 2025, at La Jolla, California.

16
17 By: /s/ Kyle Nordrehaug

18 Kyle Nordrehaug
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lorraine Walters, Jennifer Thornton, Amparito Dominguez, Tamera Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Eunice Leon, Osvaldo Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina Rosales (“Plaintiffs”) and defendants 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 (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means (1) the lawsuit alleging wage and hour violations captioned *Walters v. Total Renal Care, Inc.*, Case No. 34-2022-00319163, initiated on May 2, 2022 and pending in the Superior Court of the State of California, County of Sacramento, (2) the lawsuit alleging wage and hour violations captioned *Thornton v. Renal Treatment Center—California, Inc., et al.*, Case No. CVRI2201305, initiated on April 1, 2022 in the Superior Court of California, County of Riverside, and removed to the United States District Court for the Central District of California on June 7, 2022, Case 5:22-cv-00950-JGB-SP, (3) the lawsuit alleging wage and hour violations captioned *Thornton v. Renal Treatment Center—California, Inc., et al.*, Case No. CVRI2204527, initiated on October 19, 2022 and pending in the Superior Court of California, County of Riverside (4) the lawsuit alleging wage and hour violations captioned *Dominguez, et al. v. DaVita Inc., et al.*, Case No. CVRI2401146, initiated on March 1, 2024 and pending in the Superior Court of California, County of Riverside (5) the lawsuit alleging wage and hour violations captioned *Tuttle v. DVA Renal Healthcare, Inc., et al.*, Case No. 22STCV25918, initiated on August 10, 2022 in the Superior Court of California, County of Los Angeles, and removed to the United States District Court for the Central District of California on September 30, 2023, Case No. 2:22-cv-07154-JGB(SPx), (6) the lawsuit alleging wage and hour violations captioned *Jones v. DVA Renal Healthcare, Inc., et al.*, Case No. CVRI2203627, initiated on August 26, 2022 in the Superior Court of California, County of Riverside, and removed to the United States District Court for the Central District of California on October 13, 2022, Case No. 5:22-cv-01816-JGB-SP (7) the lawsuit alleging wage and hour violations captioned *Eunice Leon v. Total Renal Care, Inc., et al.*, Case No. CVRI2305645, initiated on October 20, 2023 and pending in the Superior Court of California, County of Riverside, (8) the lawsuit alleging wage and hour violations captioned *Osvaldo Leon v. Total Renal Care, Inc., et al.*, Case No. CVRI2305646, initiated on October 20, 2023

in the Superior Court of California, County of Riverside, and removed to the United States District Court for the Central District of California, Case No. 5:23-cv-02570, (9) the lawsuit alleging wage and hour violations captioned *Harbert, et al. v. DaVita Inc.*, et al., Case No. CVRI2103134, initiated on June 24, 2021 and pending in the Superior Court of California, county of Riverside, (10) the lawsuit alleging wage and hour violations captioned *Harbert v. DaVita Inc.*, et al., Case No. CVRI2400379, initiated on January 22, 2024 and pending in the Superior Court of California, county of Riverside, (11) the lawsuit alleging wage and hour violations captioned *Rosales v. Davita Inc.*, Case No. CIVSB2325121, initiated on September 29, 2023 and pending in the Superior Court of California, County of San Bernardino; and (12) the lawsuit alleging wage and hour violations captioned *Rosales v. DaVita, Inc.*, Case No. CIVSB2331645, initiated on December 5, 2023, and pending in the Superior Court of California, County of San Bernardino.

- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means Plaintiffs and all non-exempt employees who worked for Defendants in the State of California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Zachary M. Crosner, Jamie Serb and Sepideh Ardestani of Crosner Legal, P.C., Michael Elkin, Jessica Gamboa and Benjamin McLain of Elkin Gamboa, LLP, Kyle Todd of Kyle Todd, PC, Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, Brett D. Szmanda of Szmanda Law Firm, P.C. and Matthew J. Gustin of The Law Office of Matthew J. Gustin, James Hawkins and Greg Mauro of James Hawkins APLC, JCL Law Firm, APC, and Zakay Law Group, APLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for 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.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, personal email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available personal email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from May 7, 2019 through June 17, 2024.
- 1.13. “Class Representative” means each of the named Plaintiffs in the Operative Complaint seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Sacramento.
- 1.16. “Defendants” means 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.
- 1.17. “Defense Counsel” means Evan Moses, Aaron H. Cole, and Omar M. Aniff of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day

the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “Gross Settlement Amount” means Seven Million Four Hundred Thousand Dollars (\$7,400,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from February 2, 2020 through June 17, 2024.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means the plaintiff Lorraine Walters’s February 21, 2022 letter to Defendants and the LWDA, plaintiff Catalina Rosales’ September 29, 2023 letter to Defendants and the LWDA, plaintiff Osvaldo Leon’s October 20, 2023 letter to Defendants and the LWDA, plaintiff Eunice F. Leon’s October 20, 2023 letter to Defendants and the LWDA, plaintiffs Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez and Jennifer Thornton’s December 21, 2023 letter to Defendants and the LWDA, and plaintiffs Elizabeth H. Harbert and Kyle C. Burkardt’s February 9, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$37,500) and the 75% to LWDA (\$112,500) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiffs” means Lorraine Walters, Jennifer Thornton, Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Eunice Leon, Osvaldo Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina Rosales, the named plaintiffs in the Actions.
- 1.36. “Preliminary Approval” 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.

1.37. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including: failure to pay all regular wages, minimum wages and overtime wages due; failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; failure to provide proper meal and rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and rest periods (including claims for premium pay pursuant to Labor Code section 226.7); failure to reimburse business expenses (including claims pursuant to Labor Code section 2802); failure to provide personnel records; failure to provide complete and/or accurate wage statements (including wage statement penalties pursuant to Labor Code section 226); waiting time penalties pursuant to Labor Code section 203 that could have been premised on the claims pleaded in the Operative Complaint; unfair business practices that could have been premised on the claims pleaded in the Operative Complaint. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, the Individual Claims of plaintiffs Walters, Harbert, Burkardt and Eunice Leon which are subject to a separate release, or claims based on facts occurring outside the Class Period.

1.38. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California, including, claims for PAGA penalties based on failure to pay all regular wages, minimum wages, overtime and sick leave wages due; failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; failure to provide proper meal and rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and rest periods; failure to reimburse business expenses ; failure to provide personnel records; failure to provide complete and/or accurate wage statements; failure to pay wages when due and failure to pay waiting time penalties pursuant to Labor Code section 203; failure to provide paid sick leave; failure to provide suitable seating; failure to pay accrued vacation pay; unlawful deductions from wages; and unlawful criminal background checks. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, the Individual Claims of plaintiffs Walters, Harbert, Burkardt and Eunice Leon which are subject to a separate release, and claims outside of the PAGA Period.

1.39. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns

and subsidiaries.

- 1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.42. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On May 2, 2022, plaintiff Lorraine Walters filed a Complaint against defendant Total Renal Care, Inc. in the Superior Court of the State of California, County of Sacramento (“Walters’s Action”). Plaintiff Lorraine Walters’s Complaint asserted claims that Defendants:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 - (i) Constructive discharge and other adverse employment actions in violation of Public Policy; and,
 - (j) Failure to provide reasonable accommodation in violation of Cal. Gov. Code § 12940(m).

2.2. On January 30, 2024, plaintiff Lorraine Walters filed a First Amended Complaint adding a cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On April 1, 2022, plaintiff Jennifer Thornton filed a Complaint against defendant Renal Treatment Centers – California, Inc., et al. in the Superior Court of the State of California, County of Riverside (“Thornton’s Action”). Plaintiff Jennifer Thornton’s Complaint asserted the following claims against Defendants:

- (a) Recovery of unpaid minimum wages and liquidated damages;
- (b) Recovery of unpaid overtime wages;
- (c) Failure to provide meal periods or compensation in lieu thereof;
- (d) Failure to provide rest periods or compensation in lieu thereof;
- (e) Failure to furnish accurate itemized wage statements;
- (f) Failure to timely pay all wages due upon separation of employment;
- (g) Failure to reimburse business expenses;
- (h) Failure to produce records; and,
- (i) Unfair competition.

2.4. On March 1, 2024, plaintiffs Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, and Jennifer Thornton filed a Complaint against defendant Davita Inc., et al., in the Superior Court of California, County of Riverside (“Dominguez Action”). Plaintiff Amparito Dominguez’s Complaint asserted a claim against Defendants for violation of the Private Attorneys General Act, Cal. Labor Code Section 2698, et seq.

2.5. On August 10, 2022, plaintiff Twinkle Tuttle filed a Complaint against defendant DVA Renal Healthcare, Inc., et al. in the Superior Court of California, County of Los Angeles (“Tuttle Action”). Plaintiff Twinkle Tuttle’s Complaint asserted the following claims against Defendants:

- (a) Failure to pay minimum wages (Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197);
- (b) Failure to pay overtime compensation (Cal. Labor Code §§ 510, 1194);
- (c) Failure to pay meal and rest period compensation (Cal. Labor Code §§ 226.7, 512);
- (d) Waiting time penalties (Cal. Lab. Code § 203);
- (e) Failure to pay all wages by the appropriate pay period (Cal. Lab. Code § 204);
- (f) Failure to provide accurate itemized statements (Cal. Lab. Code § 226, IWC Wage Order); and,
- (g) Unfair Business Practices (California Business and Professions Code § 17200, et seq.).

- 2.6. On August 26, 2022, plaintiff Maria Saldana Jones filed a Complaint against defendant DVA Renal Healthcare, Inc., et al., in the Superior Court of California, County of Riverside (“Jones Action”). Plaintiff Maria Saldana Jones’s Complaint asserted the following claims against Defendants:
- (a) Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197);
 - (b) Failure to pay all overtime wages (Labor Code §§ 204, 510, 1194 and 1198);
 - (c) Meal period violations (Labor Code §§ 226.7, 516, and 558);
 - (d) Rest period violations (Labor Code §§ 226.7, 516, and 558);
 - (e) Waiting time penalties (Labor Code §§ 201-203);
 - (f) Failure to reimburse employees for necessary business expenditures (Labor Code §§ 2802 and 2804); and,
 - (g) Unfair competition (Bus & Prof Code § 17200 *et seq.*).
- 2.7. On October 20, 2023, plaintiff Eunice Leon filed a Complaint against defendant Total Renal Care, Inc., et al., in the Superior Court of California, County of Riverside (“Eunice Leon Action”). Plaintiff Eunice Leon’s Complaint asserted the following claims against Defendants:
- (a) Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197);
 - (b) Failure to pay all overtime wages (Labor Code §§ 204, 510, 1194 and 1198);
 - (c) Meal period violations (Labor Code §§ 226.7, 516, and 558);
 - (d) Rest period violations (Labor Code §§ 226.7, 516, and 558);
 - (e) Waiting time penalties (Labor Code §§ 201-203);
 - (f) Failure to reimburse employees for necessary business expenditures (Labor Code §§ 2802 and 2804); and,
 - (g) Unfair competition (Bus & Prof Code § 17200 *et seq.*).
- 2.8. On October 20, 2023, plaintiff Osvaldo Leon filed a Complaint against defendant Renal Treatment Centers - California, Inc., et al., in the Superior Court of California, County of Riverside (“Osvaldo Leon Action”). Plaintiff Osvaldo Leon’s Complaint asserted the following claims against Defendants:
- (a) Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197);
 - (b) Failure to pay all overtime wages (Labor Code §§ 204, 510, 1194 and 1198);
 - (c) Meal period violations (Labor Code §§ 226.7, 516, and 558);
 - (d) Rest period violations (Labor Code §§ 226.7, 516, and 558);
 - (e) Waiting time penalties (Labor Code §§ 201-203);
 - (f) Failure to reimburse employees for necessary business expenditures (Labor Code §§ 2802 and 2804); and,
 - (g) Unfair competition (Bus & Prof Code § 17200 *et seq.*).
- 2.9. On June 24, 2021, plaintiffs Elizabeth H. Harbert and Kyle C. Burkardt filed a Complaint against defendants DaVita Inc., et al, in the Superior Court of California,

County of Riverside (“Harbert Action”). Plaintiffs Harbert and Burkardt’s Complaint asserted the following claims against Defendants:

- (a) Violation of California Government Code §§ 12940(a); 12940(h); and 12940(k);
- (b) Violation of California Labor Code §§ 1101-1102;
- (c) Violation of California Labor Code § 1102.5;
- (d) Wrongful termination in violation of California Public Policy;
- (e) Violation of California Labor Code § 226(b)&(c) (Failure to Provide Pay Records Upon Request);
- (f) Violation of California Labor Code § 1198.5 (Failure to provide personnel records upon request);
- (g) Violation of California Labor Code § 226(a) (unlawful wage statements);
- (h) Civil Penalties Pursuant to Labor Code §§ 2698 et seq.; and,
- (i) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Competition).

2.10. On January 22, 2024, plaintiff Elizabeth H. Harbert filed a Complaint against defendants DaVita Inc., et al, in the Superior Court of California, County of Riverside (“Harbert Action II”) (Harbert Action and Harbert Action II are collectively referred to as “Harbert Actions”). Plaintiff Harbert’s Complaint asserted the following claims against Defendants:

- (a) Minimum wage violations (Labor Code §§ 1194, 1194.2, 1197);
- (b) Failure to pay overtime (Labor Code §§ 510, 1194 and 1198);
- (c) Meal period violations (Labor Code §§ 226.7 and 512);
- (d) Rest period violations (Labor Code §§ 226.7);
- (e) Failure to pay accrued and unused vacation time upon separation of employment (Labor Code § 227.3);
- (f) Failure to reimburse employees for necessary business expenditures (Labor Code §§ 2802 and 2804);
- (g) Waiting time penalties (Labor Code §§ 201-203); and
- (h) Unfair competition (Bus & Prof Code § 17200 *et seq.*)

2.11. On September 29, 2023, plaintiff Catalina Rosales filed a Complaint against defendant Davita Inc. in the Superior Court of California, County of San Bernardino (“Rosales Action”). Plaintiff Rosales’s Complaint asserted the following claims against Defendants:

- (a) Failure to provide meal periods as required by Labor Code §§ 226.7, 512 and IWC Wage Orders
- (b) Failure to pay timely wages required by Labor Code § 203
- (c) Failure to timely pay wages during employment required by Labor Code § 204
- (d) Failure to provide accurate itemized wage statements as required by Labor Code § 226
- (e) Failure to indemnify necessary business expenses as required by Labor Code § 2802

(f) Violation of Business & Professions Code § 17200, et seq.

2.12 On December 5, 2023, plaintiff Catalina Rosales filed a PAGA Representative Action Complaint Pursuant to the Private Attorneys General Action against defendant Davita Inc. in the Superior Court of California, County of San Bernardino (“Rosales PAGA Action”) (Rosales Action and Rosales PAGA Action are collectively referred to as “Rosales Actions”). Plaintiff Rosales’s PAGA Action asserted the following claims against Defendants:

- (g) Failure to provide meal periods
- (h) Failure to pay all wages earned and owed upon separation from employment
- (i) Failure to pay wages timely during employment
- (j) Failure to provide accurate itemized wage statements
- (k) Failure to reimburse necessary business expenses

2.13 On March 19, 2024, the Parties participated in an all-day mediation presided over by Steve Mehta, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action which was 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.

2.14 Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.15 On November 12, 2024, the Parties filed a Stipulation for Leave to File a Second Amended Complaint in the Walters Action. The Second Amended Complaint adds the plaintiffs and causes of action alleged in the Thornton Action, Dominguez Action, Tuttle Action, Jones Action, Eunice Leon Action, Osvaldo Leon Action, Harbert Actions, and the Rosales Actions. The Second Amended Complaint in the Walters Action is the operative complaint in the Actions (the “Operative Complaint”).

2.16 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.17 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 Actions 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 Actions 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 reserves all available defenses to the claims in the Action.

- 2.18 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$7,400,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In addition, plaintiffs Lorraine Walters, Elizabeth H. Harbert, Kyle C. Burkardt and Eunice Leon are separately settling their individual claims ("Individual Claims of Walters, Harbert, Burkardt and Eunice Leon"). The payment for the settlement of the Individual Claims of Walters, Harbert,

Burkardt and Eunice Leon is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$2,466,666, and a Class Counsel Litigation Expenses Payment of not more than \$86,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. Even in the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs' Counsel shall not have the right to revoke the Settlement and it will remain binding. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 18% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 18% to Crosner Legal, P.C., 19% to Haines Law Group, APC, 18% to Szmanda Law Firm, P.C. and The Law Office of Matthew J. Gustin, and 16% to Elkin Gamboa, LLP and Kyle Todd, PC, 5% to James Hawkins APLC, 6% to JCL Law Firm, APC and Zakay Law Group, APLC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$100,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$100,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$150,000 to be paid from the Gross Settlement Amount, with 75% (\$112,500) allocated to the LWDA PAGA Payment and 25% (\$37,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500)

by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
 - iii. The Parties agree that except for the LWDA PAGA Payment and the Individual PAGA Payments, which are civil penalties, all other portions of the Gross Settlement Fund are not, and are not intended to be made as amounts paid or incurred to, or at the direction of, a government, governmental entity, or non-governmental entity in relation to the violation of law, or investigation or inquiry into a potential violation of such law within the meaning of section 162(f) of the Internal Revenue Code of 1986, as amended, and are instead considered restitution, remediation, or are being paid to come into compliance with the law. .

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 19,604 Class Members who

collectively worked a total of 1,891,729 Workweeks, and 16,386 Aggrieved Employees who worked a total of 839,864 PAGA Pay Periods.

- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will issue payment for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. The administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. The Administrator shall disburse all Individual Class Payments and all Individual PAGA Payments via either mailing checks or via digital payment methods, including but not limited to direct deposit, electronic funds transfer, PayPal, Venmo, or any other agreed-upon digital payment service. Participating Class Members may elect to receive Individual Class Payments and Individual PAGA Payments via digital payment methods.
- 5.2. For Participating Class Members who elect to receive Individual Class Payments and/or Individual PAGA Payments via checks, the Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will

cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For Participating Class Members who elect to receive Individual Class Payments and/or Individual PAGA Payments via digital payment methods, the method of payment includes but is not limited to direct deposit, electronic fund transfer, PayPal, Venmo, or any other agreed-upon digital payment service.
 - (a) Verification. Participating Class Members who elect to receive their Individual Class Payments and/or Individual PAGA Payments via digital payment methods must provide a valid e-mail address. The Administrator will verify this information to ensure accuracy and prevent fraud.
 - (b) Security. The Administrator shall implement reasonable security measures to protect the digital payment information provided by the Class Members. This includes data encryption, secure storage, and compliance with relevant data protection laws and regulations.
 - (c) Notification of Payment. Participating Class Members will be notified via email or other electronic communication once their digital payment has been processed. The notification will include instructions on how to access and transfer the funds.

- (d) Resolution of Payment Issues. Any issues or disputes regarding digital payments shall be promptly addressed by the Administrator. Class Members experiencing difficulties can contact the Administrator via their toll-free number.
- (e) Notification and Instructions. Class Members will be notified with instructions on how to access the Settlement website. Notice may come in the form of email, text message, or USPS.
- (f) Logging In. Class Members may log into the website using a unique identifier.
- (g) Choosing Payment Options. The website will present various payment options, such as direct deposit, PayPal, Venmo, Zelle, prepaid debit card, checks, etc.
- (h) Records of Digital Payments. The Administrator shall keep complete and accurate records of all digital payments, including the identity of the payee by name and employment identification number, and the date, amount and method of payment.

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

5.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law

that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Waiver of Rights Under Civil Code Section 1542 by Jennifer Thornton, Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Catalina Rosales and Osvaldo Leon. Plaintiffs Jennifer Thornton, Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Catalina Rosales and Osvaldo Leon, on behalf of themselves and their assigns only, expressly waive and relinquish the provisions, rights, and benefits, if any, 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 Released Party.

- (b) Individual Claims of Walters, Harbert, Burkardt and Eunice Leon. Plaintiffs Walters, Harbert, Burkardt and Eunice Leon represent that they have claims against Defendants other than the Class claims and PAGA claims. These other claims are for Constructive Discharge and Failure to Accommodate for plaintiff Walters, discrimination, retaliation and wrongful termination in violation of California Public Policy for plaintiffs Harbert and Burkardt, and harassment and retaliation claims for plaintiff Eunice Leon which are being separately settled. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the settlement of the Individual Claims of Walters, Harbert, Burkardt and Eunice Leon is unrelated to and separate from the settlement of their Class claims and PAGA claims and is based on separate facts and claims.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendants' Responsibilities. Within 14 days of the full execution of this Agreement,

Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiffs and Class Counsel, subject to California Rule of Professional Conduct 5.6, are not 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 Defendant, except such facts and theories specifically alleged in the Operative Complaint in this Action. Plaintiffs and Class Counsel further represent that, other than the instant Actions, they have no current intention of asserting any other claims against Defendants in any judicial or administrative form as of March 19, 2024. 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. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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 and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; 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 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail and e-mail, the Class Notice with Spanish and Tagalog translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Before e-mailing the Class Notices, the Administrator shall verify the Class Member personal e-mail addresses.
- (c) Not later than 30 days after e-mailing the Class Notice, the Administrator will send a reminder e-mail to the Class Members containing the Class Notice.
- (d) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (e) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (f) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The

Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Class members will be provided with instructions on how to access the settlement website by email, text message, or USPS.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court

attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 4.1 above. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% over the estimate stated herein in paragraph 4.1, Defendants will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%).
- 10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope

of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Limitations on Publicity. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately 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 and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means that Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any 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 (1) as shall be contractually required to effectuate the terms of the Settlement; (2) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (3) counsel in a related matter; (4) to the extent necessary to report income to appropriate taxing authorities; (5) in response to a court order or subpoena; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or disclosure to a court of the Parties in this action and the venue/case number of this action for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent 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 by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any 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.
- 13.9. Modification of Agreement. This Agreement, 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, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. 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.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
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Jamie Serb
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jamie@crosnerlegal.com
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amcintosh@haineslawgroup.com

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Jessica Gamboa
Benjamin McLain
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jessica@elkingamboa.com
benjamin@elkingamboa.com

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Gregory Mauro
Ava Issary
James Hawkins APLC
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Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
E-Mail: james@jameshawkinsaplc.com
greg@jameshawkinsaplc.com
ava@jameshawkinsaplc.com

Jean-Claude Lapuyade
JCL Law Firm, APC
2990 Old Town Ave, Suite C204
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Tel.: (619) 599-8292

Shani O. Zakay
Zakay Law Group, APLC
2990 Old Town Ave, Suite C204
San Diego, CA 92210
Tel.: (619) 255-9047

To Defendants:

Evan Moses
Aaron H. Cole
Omar M. Aniff
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@ogltreedeakins.com
aaron.cole@ogltreedeakins.com
omar.aniff@ogltreedeakins.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if 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.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on March 19, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense 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, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/09/2024

Lorraine Lyn Walters

Lorraine Lyn Walters (Dec 9, 2024 17:44 PST)

Plaintiff Lorraine Walters

Dated: 12 / 12 / 2024

Jennifer Thornton

Plaintiff Jennifer Thornton

Dated: 12 / 09 / 2024

Amparito Dominguez

Plaintiff Amparito Dominguez

Dated: 12 / 09 / 2024

Tamera Hartley

Plaintiff Tamera Hartley

Dated: 12 / 16 / 2024

Mariel Jinn Garcia

Plaintiff Mariel Jinn Garcia

Dated: 12 / 18 / 2024

Marina Martinez

Plaintiff Marina Martinez

Dated: _____

Plaintiff Twinkle Tuttle

Dated: _____

Plaintiff Maria Saldana Jones

Dated: _____

Plaintiff Eunice Leon

Dated: _____

Plaintiff Osvaldo Leon

Dated: _____

Plaintiff Elizabeth H. Harbert

Dated: _____

Plaintiff Kyle C. Burkardt

Dated: _____
Plaintiff Jennifer Thornton

Dated: _____
Plaintiff Amparito Dominguez

Dated: _____
Plaintiff Tamera Hartley

Dated: _____
Plaintiff Mariel Jinn Garcia

Dated: _____
Plaintiff Marina Martinez

Dated: 12/10/2024
Plaintiff Twinkle Tuttle

Dated: _____
Plaintiff Maria Saldana Jones

Dated: _____
Plaintiff Eunice Leon

Dated: _____
Plaintiff Osvaldo Leon

Dated: _____
Plaintiff Elizabeth H. Harbert

Dated: _____
Plaintiff Kyle C. Burkardt

Dated: _____
Plaintiff Jennifer Thornton

Dated: _____
Plaintiff Amparito Dominguez

Dated: _____
Plaintiff Tamera Hartley

Dated: _____
Plaintiff Mariel Jinn Garcia

Dated: _____
Plaintiff Marina Martinez

Dated: _____
Plaintiff Twinkle Tuttle

Dated: Dec 17, 20
_____ 
Maria Saldana Jones (Dec 17, 2024 17:09 PST)
Plaintiff Maria Saldana Jones

Dated: _____
Plaintiff Eunice Leon

Dated: _____
Plaintiff Osvaldo Leon

Dated: _____
Plaintiff Elizabeth H. Harbert

Dated: _____
Plaintiff Kyle C. Burkardt

Dated: _____
Plaintiff Jennifer Thornton

Dated: _____
Plaintiff Amparito Dominguez

Dated: _____
Plaintiff Tamera Hartley

Dated: _____
Plaintiff Mariel Jinn Garcia

Dated: _____
Plaintiff Marina Martinez

Dated: _____
Plaintiff Twinkle Tuttle

Dated: _____
Plaintiff Maria Saldana Jones

Dated: Dec 17, 2024

Eunice Leon (Dec 17, 2024 16:56 PST)
Plaintiff Eunice Leon

Dated: _____
Plaintiff Osvaldo Leon

Dated: _____
Plaintiff Elizabeth H. Harbert

Dated: _____
Plaintiff Kyle C. Burkardt

Dated: _____
Plaintiff Jennifer Thornton

Dated: _____
Plaintiff Amparito Dominguez

Dated: _____
Plaintiff Tamera Hartley

Dated: _____
Plaintiff Mariel Jinn Garcia

Dated: _____
Plaintiff Marina Martinez

Dated: _____
Plaintiff Twinkle Tuttle

Dated: _____
Plaintiff Maria Saldana Jones

Dated: _____
Plaintiff Eunice Leon

Dated: Dec 17, 20

[Osvaldo Leon \(Dec 17, 2024 18:32 PST\)](#)
Plaintiff Osvaldo Leon

Dated: _____
Plaintiff Elizabeth H. Harbert

Dated: _____
Plaintiff Kyle C. Burkardt

Dated: _____
Plaintiff Jennifer Thornton

Dated: _____
Plaintiff Amparito Dominguez

Dated: _____
Plaintiff Tamera Hartley

Dated: _____
Plaintiff Mariel Jinn Garcia

Dated: _____
Plaintiff Marina Martinez

Dated: _____
Plaintiff Twinkle Tuttle

Dated: _____
Plaintiff Maria Saldana Jones

Dated: _____
Plaintiff Eunice Leon

Dated: _____
Plaintiff Osvaldo Leon

Dated: 12/13/2024
DocuSigned by:
Elizabeth Harbert
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Plaintiff Elizabeth H. Harbert

Dated: 12/10/2024
Signed by:
Kyle Burkardt
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Plaintiff Kyle C. Burkardt

Dated: 12/9/2024

DocuSigned by:

58749CE3C6B94EB...
Plaintiff Catalina Rosales

Dated: _____

[name]
For Defendants 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

Dated: 12/18/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, P.C.
Attorney for Plaintiffs

Dated: _____

Michael Elkin
Elkin Gamboa, LLP
Attorney for Plaintiffs

Dated: _____

Kyle Todd
Kyle Todd, P.C.
Attorney for Plaintiffs

Dated: _____

Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____

Plaintiff Catalina Rosales

Dated: _____

[name]

For Defendants 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

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, P.C.
Attorney for Plaintiffs

Dated: 12/10/24



Michael Elkin
Elkin Gamboa, LLP
Attorney for Plaintiffs

Dated: 12/10/24

Kyle Todd

Kyle Todd
Kyle Todd, P.C.
Attorney for Plaintiffs

Digitally signed by Kyle Todd
DN: cn=Kyle Todd, o, ou,
email=kyle@kyletodd.com, c=US
Date: 2024.12.10 12:30:47 -08'00'

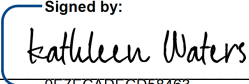
Dated: _____

Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____

Plaintiff Catalina Rosales

Dated: 1/6/2025

Signed by:


Kathleen Waters

For Defendants 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

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, P.C.
Attorney for Plaintiffs

Dated: _____

Michael Elkin
Elkin Gamboa, LLP
Attorney for Plaintiffs

Dated: _____

Kyle Todd
Kyle Todd, P.C.
Attorney for Plaintiffs

Dated: _____

Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____

Plaintiff Catalina Rosales

Dated: _____

[name]
For Defendants 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

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, P.C.
Attorney for Plaintiffs

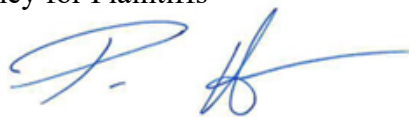
Dated: _____

Michael Elkin
Elkin Gamboa, LLP
Attorney for Plaintiffs

Dated: _____

Kyle Todd
Kyle Todd, P.C.
Attorney for Plaintiffs

Dated: 12/18/2024

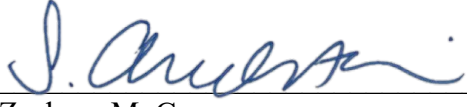


Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

Dated: _____
Plaintiff Catalina Rosales

Dated: _____
_____[name]
For Defendants 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

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: December 17, 2024

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, P.C.
Attorney for Plaintiffs

Dated: _____
Michael Elkin
Elkin Gamboa, LLP
Attorney for Plaintiffs

Dated: _____
Kyle Todd
Kyle Todd, P.C.
Attorney for Plaintiffs

Dated: _____
Paul K. Haines
Haines Law Group, APC
Attorney for Plaintiffs

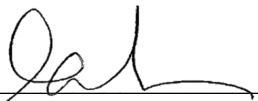
Dated: _____

Brett D. Szmanda
Szmanda Law Firm, P.C.
Attorney for Plaintiffs

Dated: _____

Matthew J. Gustin
The Law Office of Matthew J. Gustin
Attorney for Plaintiffs

Dated: 12.09.2024



Greg Mauro
James Hawkins APLC
Attorney for Plaintiffs

Dated: 12/18/2024



Jean Claude Lapuyade (Dec 18, 2024 14:39 PST)
Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: 12/18/2024



Shani Zakay (Dec 18, 2024 12:30 PST)
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____

Aaron H. Cole
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendants

Dated: _____

Brett D. Szmanda
Szmanda Law Firm, P.C.
Attorney for Plaintiffs

Dated: _____

Matthew J. Gustin
The Law Office of Matthew J. Gustin
Attorney for Plaintiffs

Dated: _____

Greg Mauro
James Hawkins APLC
Attorney for Plaintiffs

Dated: _____

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: 1/8/2025

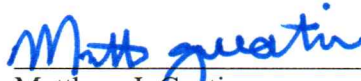


Aaron H. Cole
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Attorney for Defendants

Dated: 12/16/2024


Brett D. Szmanda
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Attorney for Plaintiffs

Dated: 12/16/24


Matthew J. Gustin
The Law Office of Matthew J. Gustin
Attorney for Plaintiffs

Dated: _____

Greg Mauro
James Hawkins APLC
Attorney for Plaintiffs

Dated: _____

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____

Aaron H. Cole
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Walters v. Total Renal Care, Inc., Superior Court of the State of California,
County of Sacramento, Case No. 34-2022-00319163-CU-OE-GDS***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

**Your Website Login Credentials to complete an online payment Election Form at
<< [REDACTED] >> for digital payment are:**

Login ID

Pin Number

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants 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 (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Lorraine Walters, Jennifer Thornton, Amparito Dominguez, Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones, Eunice Leon, Osvaldo Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina Rosales (“Plaintiffs”) and seeks payment of (1) wages and statutory penalties on behalf of all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period (May 7, 2019 through June 17, 2024) (“Class Members”), and (2) civil penalties and other relief on behalf of Plaintiffs and all non-exempt employees who worked for Defendants in the State of California during the PAGA Period (February 2, 2020 through June 17, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ [REDACTED]>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$ [REDACTED]>>.** The actual amount you may receive may be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ records showing that **you worked << [REDACTED] >> workweeks** during the Class Period and **you worked << [REDACTED] >> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay

periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described in Section 3 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). However, if you want to receive your payment in electronic form, then you should fill out, sign and return the Election Form below to the Administrator by [REDACTED] – or utilize the website that has been established for this case << [REDACTED] >> and complete the online Election Form.
You Can Opt-out of the Class Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a

but not the PAGA Settlement The Opt-out Deadline is ____.	written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 22 before Judge Lauri A. Damrell. This hearing may change as explained below in Section 8. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 4 of this Notice.

1. What is the Action about?

Plaintiffs were non-exempt employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all regular wages, minimum wages and overtime wages due, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to properly calculate the regular rate of pay for overtime pay or meal period or rest period premiums, failing to provide personnel records, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action. So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to Final Approval by the Court. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Seven Million Four Hundred Thousand Dollars (\$7,400,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 15 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator shall disburse all Individual Class Payments and all Individual PAGA Payments via either mailing checks or via direct deposit, electronic funds transfer, PayPal, Venmo, or any other agreed-upon digital payment service. Participating Class Members may elect to receive Individual Class Payments and Individual PAGA Payments via digital payment methods using the Election Form as explained below.

Court Approved Deductions from Gross Settlement Amount. The below proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments

of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$100,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$2,466,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$86,000. 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. The allocations of attorneys’ fees awarded shall be as follows: 18% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 18% to Crosner Legal, P.C., 19% to Haines Law Group, APC, 18% to Szmanda Law Firm, P.C. and The Law Office of Matthew J. Gustin, and 16% to Elkin Gamboa, LLP and Kyle Todd, PC, 5% to James Hawkins APLC, 6% to JCL Law Firm, APC and Zakay Law Group, APLC. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$150,000 relating to Plaintiffs’ claim under PAGA, \$112,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$37,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$37,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 2, 2020 through June 17, 2024.

Participating Class Members have the right to object to any of these deductions, except to the PAGA Penalties deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for any one of the Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself and do not elect a digital payment method, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment 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. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and 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. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California

Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, make digital payments, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

3. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during your employment in a non-exempt position in California, including: failure to pay all regular wages, minimum wages and overtime wages due; failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; failure to provide proper meal and rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and rest periods (including claims for premium pay pursuant to Labor Code section 226.7); failure to reimburse business expenses (including claims pursuant to Labor Code section 2802); failure to provide personnel records; failure to provide complete and/or accurate wage statements (including wage statement penalties pursuant to Labor Code section 226); waiting time penalties pursuant to Labor Code section 203 that could have been premised on the claims pleaded in the Operative Complaint; unfair business practices that could have been premised on the claims pleaded in the Operative Complaint. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the

Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California, including, claims for PAGA penalties based on failure to pay all regular wages, minimum wages, overtime and sick leave wages due; failure to properly calculate the regular rate for overtime pay or meal period or rest period premium pay; failure to provide proper meal and rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and rest periods; failure to reimburse business expenses; failure to provide personnel records; failure to provide complete and/or accurate wage statements; failure to pay wages when due and failure to pay waiting time penalties pursuant to Labor Code section 203; failure to provide paid sick leave; failure to provide suitable seating; failure to pay accrued vacation pay; unlawful deductions from wages; and unlawful criminal background checks. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

4. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked <<____>> Workweeks during the Class Period (May 7, 2019 through June 17, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendants' records reflect that you worked <<____>> PAGA Pay Periods during the PAGA Period (February 2, 2020 through June 17, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you do not respond, a check will be mailed to you after the Court approves the Settlement. However, to receive payment in electronic format, complete and return the Election Form below by _____ or utilize the website that has been established for this case <<____>> and complete the online Election Form using your Website Login Credentials on page 1 by _____.

Election Forms must be personally filled out by the Class Member who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf. The Election Form must be properly completed by _____, either by submitting at <<____>> or by mailing to the Administrator (the "Notice Response Deadline") at: _____.

If you wish to challenge the Workweek and/or PAGA Pay Period information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. Alternatively, you may elect to receive Individual Class Payments and Individual PAGA Payments via digital payment methods as explained above in Section 4 using the Election Form.

If you do nothing, your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

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 Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 4 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Walters v. Total Renal Care, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Walters v. Total Renal Care,*

Inc., Case No. 34-2022-00319163-CU-OE-GDS. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

7. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at << _____ >> or via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00319163.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Walters v. Total Renal Care, Inc.*, Case No. 34-2022-00319163-CU-OE-GDS, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing remotely. Check the Court's tentative ruling website the day before at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca-gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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8. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 22 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Lauri A. Damrell. 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 and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's

tentative ruling website the day before by entering the case number 34-2022-00319163 at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <<_____>>. In addition, hearing dates are posted on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00319163.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Walters v. Total Renal Care, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval and attorneys' fees, costs and service award, or other Settlement documents by going to the Administrator's website at

<<_____>>. You may get more details by examining the Court's file on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and entering the Case No. 34-2022-00319163-CU-OE-GDS. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

ELECTION FORM

INSTRUCTIONS: FILL OUT AND RETURN ELECTION FORM BY _____

* RETAIN A COPY OF THIS ELECTION FORM, ALONG WITH ANY INFORMATION
THAT WOULD DEMONSTRATE THE TIME AND MANNER IN WHICH IT WAS
SUBMITTED *

APEXID: _____ (name)

PIN: _____ (address)

If you wish to designate a particular form of payment for your share of the Settlement, complete and return this Election Form to the Administrator by either website submission at << _____ >> using the above APEXID and PIN by _____, or mail postmarked by _____, to:

Settlement Website: _____

You are not required to complete this form in order to receive a payment. If you do not complete this form, you will receive your share of the Settlement in the form of a check sent to your last known mailing address.

Check one box below:

☐ I would like to receive my Settlement payment by paper check via mail. My mailing address has changed from what is printed above (only complete if NEW address):

Street: _____

City: _____

State: _____ Zip Code: _____

☐ I would like to receive my Settlement cash benefit via PayPal.

PayPal Account Email Address: _____

☐ I would like to receive my Settlement cash benefit via Venmo.

Venmo Account Username: _____

Signature: _____ **Date:** _____

Phone Number: _____ **Email:** _____

You must keep a current address on file with the Administrator, along with a valid phone number and email address for updates.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

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

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Lauri A. Damrell of the Superior Court of the State
2 of California, in and for the County Sacramento, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiffs Lorraine Walters, Jennifer Thornton, Amparito Dominguez,
4 Tameria Hartley, Mariel Jinn Garcia, Marina Martinez, Twinkle Tuttle, Maria Saldana Jones,
5 Eunice Leon, Osvaldo Leon, Elizabeth H. Harbert, Kyle C. Burkardt, and Catalina Rosales
6 (“Plaintiffs”) for preliminary approval of the Settlement with Defendants Total Renal Care, Inc.,
7 DaVita, Inc., Renal Treatment Centers—California, Inc., DVA Renal Healthcare, Inc., DaVita
8 Healthcare Partners, Inc., VillageHealth DM, LLC, and Patient Pathways, LLC (“Defendants”).
9 The Court, having considered the briefs, argument of counsel and all matters presented to the
10 Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of
11 Class Action Settlement.

12
13 **IT IS HEREBY ORDERED:**

14 1. The Court preliminarily approves the Class Action and PAGA Settlement
15 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
16 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
17 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
18 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
19 Procedure and California Rules of Court, rule 3.769.

20 2. This Order incorporates by reference the definitions in the Agreement, and all
21 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

22 3. The Gross Settlement Amount that Defendants shall pay is Seven Million Four
23 Hundred Thousand Dollars (\$7,400,000). It appears to the Court on a preliminary basis that the
24 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
25 when balanced against the probable outcome of further litigation and the significant risks relating
26 to certification, liability and damages issues. It further appears that investigation and research
27 have been conducted such that counsel for the Parties are able to reasonably evaluate their

28
PRELIMINARY APPROVAL ORDER

1 respective positions. It further appears to the Court that the Settlement will avoid substantial
2 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
3 further prosecution of the Action. It further appears that the Settlement has been reached as the
4 result of serious and non-collusive, arm's-length negotiations.

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

11 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
12 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$86,000, and
13 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
14 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
15 of any service award, until the Final Approval Hearing. Plaintiffs will be required to file a motion
16 for Class Counsel Fees Payment and Class Litigation Expenses Payment presenting evidence
17 supporting these requests, including lodestar, sixteen (16) court days prior to the Final Approval
18 Hearing.

19 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
20 representative treatment and certification of a class for settlement purposes only. This stipulation
21 will not be deemed admissible in this or any other proceeding should this Settlement not become
22 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
23 "all individuals who are or previously were employed by Defendants who were classified as non-
24 exempt in the State of California during the Class Period." The "Class Period" is from May 7,
25 2019 through June 17, 2024.

26 7. The Court concludes that, for settlement purposes only, the Class meets the
27 requirements for certification under section 382 of the California Code of Civil Procedure in that:

1 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
2 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
3 community of interest amongst the members of the Class with respect to the subject matter of the
4 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
5 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
6 class action is superior to other available methods for the efficient adjudication of this controversy;
7 and (f) Class Counsel are qualified to act as counsel for the Class and the Plaintiffs are adequate
8 representatives of the Class.

9 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
10 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
11 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Zachary M. Crosner, Jamie Serb and
12 Sepideh Ardestani of Crosner Legal, P.C., Michael Elkin, Jessica Gamboa and Benjamin McLain
13 of Elkin Gamboa, LLP, Kyle Todd of Kyle Todd, PC, Paul K. Haines and Sean M. Blakely of
14 Haines Law Group, APC, Brett D. Szmanda of Szmanda Law Firm, P.C. and Matthew J. Gustin
15 of The Law Office of Matthew J. Gustin, James Hawkins and Greg Mauro of James Hawkins
16 APLC, JCL Law Firm, APC, and Zakay Law Group, APLC as Class Counsel for the Class.

17 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
18 of \$150,000, which shall be allocated \$112,500 to the Labor & Workforce Development Agency
19 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
20 Agreement pursuant to the PAGA and \$37,500 to the Aggrieved Employees. “Aggrieved
21 Employees” are all Plaintiffs and all non-exempt employees who worked for Defendants in the
22 State of California during the PAGA Period (February 2, 2020 through June 17, 2024). Pursuant
23 to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
24 Agreement and these settlement terms. The Court finds the PAGA Penalty to be reasonable.

25 10. The Court hereby approves, as to form and content, the Class Notice attached to the
26 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
27 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
28

1 to be excluded from the Class by submitting a written opt-out request, and of each member's right
2 and opportunity to object to the Settlement. The Court further finds that the distribution of the
3 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
4 the requirements of due process, is the best notice practicable under the circumstances, and shall
5 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
6 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
7 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
8 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
9 address for the Class Member no later than seven (7) days after the receipt of the undelivered
10 Class Notice.

11 11. The Court hereby appoints Apex Class Action as the Administrator. No later than
12 fifteen (15) days after this Order, Defendants will provide the Class Data to the Administrator.
13 The Administrator will perform address updates and verifications as necessary prior to the first
14 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
15 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
16 Class Members via first-class regular U.S. Mail to their last known address.

17 12. The Court hereby preliminarily approves the proposed procedure for Class
18 Members to elect to receive a digital payment. The Class Notice includes an Election Form which
19 the Class Members may complete and submit to receive a digital payment. To be valid, all
20 Election Forms must be mailed postmarked to the Administrator or submitted via online website
21 no later than sixty (60) calendar days after the date of the mailing of the Class Notice ("Response
22 Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline for Election Forms will
23 be extended an additional fourteen (14) days.

24 13. The Court hereby preliminarily approves the proposed procedure for exclusion
25 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
26 from the Class as provided in the Class Notice by following the instructions for requesting
27 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
28

1 postmarked or received no later than the Response Deadline. If a Class Notice Packet is re-
2 mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen
3 (14) days. A Request for Exclusion may also be faxed or emailed to the Administrator as
4 indicated in the Class Notice. Any such person who chooses to opt out of and be excluded from
5 the Class will not be entitled to any recovery under the Class Settlement and will not be bound by
6 the Class Settlement or have any right to object, appeal or comment thereon. Class Members who
7 have not requested exclusion shall be bound by all determinations of the Court, the Agreement and
8 the Judgment. A request for exclusion may only opt out that particular individual, and any attempt
9 to effect an opt-out of a group, class, or subclass of individuals is not permitted and will be
10 deemed invalid.

11 14. Any Class Member who has not opted out may appear at the final approval hearing
12 and may object or express the Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and
14 determined by the Court as provided in the Class Notice. Class Members will have until the
15 Response Deadline to submit their written objections to the Administrator. Written objections
16 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
17 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
18 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
19 Hearing to make an oral objection.

20 15. A final approval hearing shall be held before this Court on _____
21 _____ at _____ in Department 22 at the Gordon D. Schaber Courthouse of the
22 Sacramento County Superior Court to hear the motions for final approval and for attorneys' fees
23 and costs, and to determine all necessary matters concerning the Settlement, including: whether
24 the proposed settlement of the Action on the terms and conditions provided for in the Agreement
25 is fair, adequate and reasonable and should be finally approved by the Court; whether the Final
26 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
27 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
28

1 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
2 Administrator. All papers in support of the motions for final approval and attorneys' fees and
3 costs shall be filed with the Court and served on all counsel no later than sixteen (16) court days
4 before the hearing and the motion shall be heard at this final approval hearing.

5 16. Neither the Settlement nor any exhibit, document, or instrument delivered
6 thereunder shall be construed as a concession or admission by Defendants in any way that the
7 claims asserted have any merit or that this Action was properly brought as a class or representative
8 action, and shall not be used as evidence of, or used against Defendants as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendants or with respect to the truth of any allegation asserted by any person.
11 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
14 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendants of any liability,
16 fault, wrongdoing, omission, concession or damage.

17 17. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
22 including all available defenses and affirmative defenses, and arguments that any claim in the
23 Action could not be certified as a class action and/or managed as a representative action. In such
24 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
25 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
26 the Agreement with respect to the effect of the Agreement if it is not approved.

18. 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.

IT IS SO ORDERED.

Dated: _____

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

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

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: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

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

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 _____ 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.

27 **Preliminary Approval of the Settlement**

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

4 **Notice to the Class**

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

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

13 e. The participation rate was high. _____ Participating Class Members will
14 be mailed a settlement payment, representing ____% of the overall Class. _____
15 Participating Class 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
28

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

22 **Class Representative Service Payments**

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

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The Class is certified for the purposes of settlement only. The Class is defined as
5 follows:

6 All individuals who are or previously were employed by Defendants who were
7 classified as non-exempt in the State of California during the Class Period.

8 The "Class Period" is from May 7, 2019 through June 17, 2024.

9 16. All persons who meet the foregoing definition are members of the Class, except for
10 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
11 REFERENCE TO IDENTIFY ANY OPT OUTS].

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the
15 Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective
16 Date

17 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
18 costs in the amount of \$_____. The allocations of attorneys' fees awarded shall be as
19 follows: 18% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 18% to Crosner Legal, P.C.,
20 19% to Haines Law Group, APC, 18% to Szmanda Law Firm, P.C. and The Law Office of
21 Matthew J. Gustin, and 16% to Elkin Gamboa, LLP and Kyle Todd, PC, 5% to James Hawkins
22 APLC, 6% to JCL Law Firm, APC and Zakay Law Group, APLC. Class Counsel shall not seek or
23 obtain any other compensation or reimbursement from Defendants, Plaintiffs, or members of the
24 Class.

25 19. The payment of Class Representative Service Payments in the amount of \$_____

26 each to the Plaintiffs is approved.

27

28

1 20. The payment of \$ _____ to the Administrator for its fees and expenses is
2 approved.

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

5 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
6 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
7 entry.

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

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

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

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

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

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

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

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

21 (a) All Participating Class Members, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
23 and assigns, release Released Parties from the Released Class Claims. The "Released Class
24 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
25 stated in the Operative Complaint which occurred during the Class Period during employment in a
26 non-exempt position in California, including: failure to pay all regular wages, minimum wages
27 and overtime wages due; failure to properly calculate the regular rate for overtime pay or meal
28

1 period or rest period premium pay; failure to provide proper meal and rest periods, to properly
2 provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and
3 rest periods (including claims for premium pay pursuant to Labor Code section 226.7); failure to
4 reimburse business expenses (including claims pursuant to Labor Code section 2802); failure to
5 provide personnel records; failure to provide complete and/or accurate wage statements (including
6 wage statement penalties pursuant to Labor Code section 226); waiting time penalties pursuant to
7 Labor Code section 203 that could have been premised on the claims pleaded in the Operative
8 Complaint; unfair business practices that could have been premised on the claims pleaded in the
9 Operative Complaint. Except as expressly set forth in this Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, the Individual Claims of plaintiffs Walters,
13 Harbert, Burkardt and Eunice Leon which are subject to a separate release, or claims based on
14 facts occurring outside the Class Period.

15 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
16 of themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
18 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
19 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
20 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
21 California, including, claims for PAGA penalties based on failure to pay all regular wages,
22 minimum wages, overtime and sick leave wages due; failure to properly calculate the regular rate
23 for overtime pay or meal period or rest period premium pay; failure to provide proper meal and
24 rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium
25 pay in lieu of meal and rest periods; failure to reimburse business expenses ; failure to provide
26 personnel records; failure to provide complete and/or accurate wage statements; failure to pay
27 wages when due and failure to pay waiting time penalties pursuant to Labor Code section 203;

1 failure to provide paid sick leave; failure to provide suitable seating; failure to pay accrued
2 vacation pay; unlawful deductions from wages; and unlawful criminal background checks. The
3 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
4 claims for wrongful termination, discrimination, unemployment insurance, disability and worker's
5 compensation, the Individual Claims of plaintiffs Walters, Harbert, Burkardt and Eunice Leon
6 which are subject to a separate release, and claims outside of the PAGA Period.

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

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

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

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

21
22 Dated: _____

23 _____
24 HON. LAURI A. DAMRELL
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
26
27
28

EXHIBIT #2

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FIRM RESUME

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

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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. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

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

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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); 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); 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); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); 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)

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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WRITERS EXT:

1004

February 21, 2022

CA2614

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Total Renal Care, Inc.
Certified Mail #70211970000003067030
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Total Renal Care, Inc. in California and classified as non-exempt employees during the time period of February 21, 2021 until a date as determined by the Court. Our offices represent Plaintiff Lorraine Walters (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Total Renal Care, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from April of 2018 of January 28, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with

their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

From: [DIR PAGA Unit](#)
To: kyle@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, January 13, 2025 12:13:54 PM

01/13/2025 12:13:36 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm