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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

EUGENE DELA PENA, an individual; on behalf of himself and all others similarly situated and the general public,

Plaintiffs,

v.

RENAL ADVANTAGE, INC., a Delaware corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 3:24-cv-8649-JD

DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	June 11, 2026
Time:	11:00 a.m.
Location:	Courtroom 11, 19th Floor
Removal Filed:	December 2, 2024
Trial Date:	January 25, 2027
Judge:	Hon. James Donato

DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California, and admitted to practice before the Northern District of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiff herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit A**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of alleged wage and hour violations by Defendant Renal Advantage, Inc. ("Defendant") against its non-exempt hourly employees who worked in California from October 15, 2020 through the date of preliminary approval. Plaintiff Eugene Dela Pena ("Plaintiff") worked for Defendant as a patient care technician between 2014 and 2024.

4. On August 7, 2024, on behalf of himself and all other aggrieved employees of Defendant, Plaintiff served a Private Attorneys General Act (PAGA) letter, alleging various Labor Code violations. A true and correct copy of Plaintiff PAGA Notice served on August 7, 2024 is attached hereto as **Exhibit B**.

5. Next, Defendant timely removed the action to this Court on December 2, 2024, and thereafter filed a Motion to Dismiss Plaintiff's Complaint on December 16, 2024. Plaintiff filed his operative First Amended Class and PAGA Complaint on December 27, 2024, alleging claims for: (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5)

waiting time penalties; (6) failure to reimburse expenses; (7) failure to properly maintain and submit accurate itemized wage statements; and (8) violation of the PAGA. A true and correct copy of Plaintiff's operative First Amended Class and Representative Action Complaint is attached hereto as **Exhibit C**.

INVESTIGATION, RESEARCH, DISCOVERY AND MEDIATION

6. Before filing this case, Class Counsel undertook extensive investigation and researched the claims to be asserted in this case. Class Counsel met and interviewed Plaintiff on numerous occasions, and reviewed employment documents that he provided, including policy documents, and related pay and timekeeping materials. Plaintiff also referred Class Counsel to several witnesses, who Class Counsel contacted and interviewed.

7. Class counsel also conducted substantial research into several novel issues presented in this case, including claims for compensation arising from Covid-19 temperature screening and the viability of certifying wage statement claims in light of recent authority. For example, in *Boone v. Amazon.com Services, LLC*, 562 F.Supp.3d 1103, 1115 (E.D. Cal. 2022), the trial court denied defendant's motion to dismiss based on plaintiff's allegations that Covid-19 health screenings constituted "hours worked." However, significant questions remained as to whether such claims could be viable where the screenings were government-mandated, and whether class certification could be sustained given that such practices may have impacted only a limited subset of the class period.

8. Class Counsel also considered the impact of the California Supreme Court's recent decisions in *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) and *Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022). In those decisions, the Court clarified that meal and rest period premium payments constitute wages that must be reported on wage statements, while also recognizing that employers may assert a good faith defense to wage statement penalties where the law was previously unsettled. Prior to the 2022 decision, the legal

landscape was uncertain on this issue, thereby calling into question the viability of recovering wage statement penalties for earlier periods.

9. After filing the case, Defendant removed the case to this Court. Class Counsel carefully reviewed the removal papers, and researched the viability of filing a motion to remand. Ultimately, Class Counsel determined that it was likely that the amount claimed to be in jurisdiction under the Class Action Fairness Act (CAFA) would be upheld, and instead decided that prosecuting the action in this Court was the best route to take for the class.

10. Defendant thereafter filed a Motion to Dismiss Plaintiff's Complaint, and Class Counsel researched Defendant's grounds for such a motion, and met and conferred with Defendant's counsel regarding the motion. Ultimately, Plaintiff filed a First Amended Complaint in this Court, and thereafter pushed forward with written discovery.

11. After the parties exchanged their initial disclosures, Plaintiff thereafter propounded Requests for Production of Documents and Special Interrogatories, and then engaged in the *Belaire-West* notice process by sending notice to the putative class members of the existence of this case. After that notice process, the administrator disclosed the list of putative class members and their contact information.

12. Next, Class Counsel conducted extensive witness outreach, contacting hundreds of putative class members, and conducting interviews of those class members. Simultaneously, Defendant produced a robust 20% sampling of pay and timekeeping records for the class, as well as employment and policy documents relevant to the claims asserted in the case.

13. The parties further set up a mediation for September 9, 2025, before experienced wage and hour mediator Glenn Lerman, Esq. Prior to attending Mediation, Class Counsel also became aware of two decisions that could severely impact the value of this case. In *Allison v. Dignity Health Health*, 112 Cal.App.5th 192, 333 Cal. Rptr. 524 (2025),[1] for example, the court

[1] *Allison* was ordered to be published on June 4, 2025 by the First District, Division 4, California Court of Appeal. It was later depublished by the California Supreme Court on October 15, 2025, after the parties attended Mediation.

decertified plaintiff's meal and rest period claims, despite evidence that there was a 70% meal period violation rate shown on defendant's time records, and despite evidence that class members' rest periods were interrupted based on defendant's alleged requirement that class members carry communication devices on their breaks. Further, in early 2025, *Hale v. Brinker Int'l, Inc.*, 765 F.Supp.3d 904, 913 (N.D. Cal. 2025) found that federal procedural law could "make it very difficult . . . to get a California meal break claim certified for class treatment," despite the California Supreme Court's *Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) decision holding that when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements.

14. After setting up the Mediation, Class Counsel retained wage and hour damages expert James Toney to work with Class Counsel to develop a class damages analylsis. Along with their expert, Class Counsel thoroughly reviewed, investigated, and analyzed the representative sampling data and information provided by Defendant, and worked closely with Plaintiff's damages expert to prepare a damages analysis for mediation. The formal and informal discovery process occurred over a period of many months and involved extensive meet and confer efforts between counsel for the parties.

15. On September 9, 2025, the parties attended a full-day Mediation before Mr. Lerman. After extensive research regarding the claims, and the robust exchange of formal and informal discovery, Class Counsel was in the best position to evaluate and settle the claims, if Defendant was willing to pay fair value for the alleged claims. This case did not settle until the parties engaged in many hours of tense and hard-fought negotiations, with many disputes about the value and merit of the claims. At the conclusion of a full-day of arms-length negotiations, the mediator issued a settlement proposal, which all parties accepted. Several more months were necessary to negotiate the specific long form Settlement Agreement, which was finalized and entered into in March 2026.

SUMMARY OF SETTLEMENT

16. The class members entitled to the settlement fund are all non-exempt employees working for Defendant within the Class Period, i.e., between October 15, 2020 through the date of preliminary approval. There are approximately 1,963 class members according to Defendant's employment records.

17. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $2,415,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they do not opt out of the settlement. If a Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class. In the event a class member does not negotiate his or her settlement check, the settlement administrator will forward the monies to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

18. The payment to the Class Members will be characterized sixty percent interest and penalties, and forty percent wages. The settlement administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

19. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks during the Class Period.

20. Based on the settlement terms, there will be an approximate net settlement fund of **$1,703,300**. In exchange for their payment, the class members will release Defendant from any and all claims arising out of or reasonably related to the operative facts alleged in the lawsuit.

21. The parties further agree to appoint an experienced settlement administrator, Apex Class Action Administration ("Apex"), to prepare and send notice to the class, receive and process objections, and prepare and mail settlement checks to Settlement Class Members. The

settlement administrator will conduct skip-tracing for any Settlement Class Member whose addresses cannot be found, and class notices will also be sent to Class Members' email addresses.

22. The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed twenty-five percent of the $2,415,000 settlement fund, or $603,750. Defendant will also pay class counsel's costs, not to exceed $20,000.00, as well as settlement administration costs not to exceed $17,950, out of the common fund.

23. The PAGA allocation of the settlement is $100,000, of which $65,000 (65%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion - $35,000 (35%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant as non-exempt employees in California, at any time from May 26, 2022 through the date of preliminary approval).

24. The settlement also includes Plaintiff's class representative enhancement. Based on Plaintiff's work in connection with this case, including meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, attending Mediation, and the reputational risk in filing a class action against his former employer, Plaintiff seeks a total of $5,000.

25. **In summary, the settlement fund is allocated as follows**:

(1) Class member compensation totaling approximately $1,703,300;

(2) Attorney's fees and costs: $603,750 in attorneys' fees and up to $20,000 in costs.

(3) Settlement administrator expenses not to exceed $17,950.

(4) PAGA payment to the LWDA: $65,000.

(5) Class representative enhancement of $5,000 for the named Plaintiff.

NUMEROSITY

26. Based on payroll and other employment records, Defendant has identified approximately 1,963 employees who fit within the class. As such, the Class is numerous under any legal standard, therefore satisfying the numerosity requirements. The Class is defined as follows:

All current and former non-exempt employees who have performed work in the state of California for Defendant at any time during the period beginning from October 15, 2020 through the date of preliminary approval.

COMMONALITY

27. Common questions of law and fact predominate in this case because the main issues involve the legality of Defendant's policies regarding the failure to pay all wages due to its failure to pay all hours worked, failure to provide all legally compliant off duty and uninterrupted meal periods, the failure to provide all legally compliant off duty and uninterrupted paid rest periods, failure to timely furnish accurate itemized wage statements, failure to timely pay all former employees all wages owed, and failure to reimburse employees for their reasonable and necessary expenses.

28. Plaintiff contends that these are all pay policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims consists of pay policies, payroll records, time records and pay stubs given to all Class Members

TYPICALITY AND ADEQUACY

29. The claims of the Plaintiff are typical of the Class Members. The proposed Class Representative is an adequate Class Representative because he will adequately and fairly represent the Class and will not place his interests above any Member of the Class. Plaintiff worked for the Defendant in the state of California during the relevant time period and, therefore, worked under the same policies and procedures and was paid according to the same pay plan for the entire period, as all other Class Members.

NATURE OF CLAIMS AND FAIRNESS OF SETTLEMENT

30. Plaintiff's First Amended Class and Representative Action Complaint alleges claims for 1) Failure to Pay All Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Proper Rest Periods; 4) Failure to Properly Maintain and Submit Itemized Wage Statements; 5)Waiting Time Penalties; 6) Unfair Business Practices; 7) Failure to Reimburse Expenses; and 8) Violation of Labor Code § 2699 (PAGA). Plaintiff further alleges that he and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.

31. The following describes the settlement's reasonableness. Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of denial of a motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in this case, Defendant's defenses thereto, and the difficulties in establishing damages for the Plaintiff and Class Members.

Based on the foregoing, Plaintiff has determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

a. <u>Unpaid Wages</u>

California Labor Code § 510(a) and the IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee. Defendant allegedly fails to pay all wages owed in numerous respects.

First, Plaintiff alleges that Defendant fails to pay all wages because Plaintiff and other class members were forced to clock out for their meal periods, and continue working based on short staffing and other reasons.

Second, Plaintiff alleges that Defendant fails to pay all wages because Plaintiff and other class members are forced to work off-the-clock hours prior to and after their shifts with time spent undergoing Covid-19 temperature checks, as well as clocking out and completing patient charts and other work duties because Plaintiff alleges that Defendant dissuaded class members from working past their shift times. As such, Plaintiff contends that Defendant regularly and routinely failed to pay Plaintiff and the class members all wages owed, including minimum wage and overtime compensation. Off-the-clock time is compensable when an employer knows or should have known the employees are working off-the-clock time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000); *see also Boone v. Amazon.com Services, LLC*, 562 F.Supp.3d 1103, 1115 (E.D. Cal. 2022) (denying defendant's motion to dismiss based on plaintiff's allegations that Covid-19 health screening checks constituted "hours worked").

Defendant contests each and every one of Plaintiff's allegations. Defendant contends that it has a strict off-the-clock policy that prohibits "off-the-clock work", states that all work time must be accurately recorded, and expressly instructs Plaintiff and other class members to record all time worked, and that Covid-19 temperature checks were taken after clocking in for the day.

Class Counsel analyzed payroll and time records for the class members with the damages expert and calculated that the total estimated verdict value for the failure to pay all wages claim is approximately $784,000. Based on discussions with Plaintiff and other class members, Class Counsel assumed 15 minutes per pay period of unpaid time, and applied an overtime violation value based on payroll records for the class, including pay period counts per year, and a weighted average rate of pay. Defendant contends its actual exposure for the claim is zero, because it disputes that it underpaid employees in any respect. Based on the defenses alleged, the fact that documented evidence of such violations is scant, Plaintiff placed a reasonable settlement value of the overtime/off-the-clock wage claim at ten percent of the total verdict value, or **$78,400**.

b. <u>Meal and Rest Period Claims</u>

i. <u>Meal period liability and damages</u>

Plaintiff contends that Defendant fails to provide duty-free meal periods to Plaintiff and the class members, who suffered short, late and missed meal periods on a regular basis.

In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), the California Supreme Court held that "under ... Labor Code section 512, subdivision (a), an employer must relieve the employee of all duty for the designated period but need not ensure that the employee does no work" during the meal period. *Brinker*, 53 Cal. 4th at 1034. However, "...an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*, 133 Cal. App. 4th 949, 962–963 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal. App. 4th 1286, 1304–1305 (2010) [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand' " would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker*, 53 Cal. 4th at 1040.

Moreover, in *Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021), when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue, supra*, 11 Cal.5th at 78 ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiff further contends that Defendant's meal period policy shifts the burden to employees to fill out meal period forms if the employee does not receive a proper meal period.

Plaintiff alleges that this is unlawful. In *Safeway, Inc. v. Superior Court*, 238 Cal.App.4th 1138 (2015), the Court of Appeal held that employers must provide such premium pay "without any demand or claim to the employer." *Id*. at 1155.

Defendant, on the other hand, contends that it has fully compliant meal period policies, and that its objective records reflect strict compliance with California's meal period requirements. Defendant also contends the meal period claim cannot be certified because individualized issues would predominate and no common proof of meal period violations exists.

Here, Plaintiff's expert found a unique violation rate of approximately 50% under *Donohue*, showing missed, late or short meal periods. During the pendency of this case, however, several adverse decisions were published that undermined the certifiability of meal period claims. In *Allison v. Dignity Health Health*, 112 Cal.App.5th 192, 333 Cal. Rptr. 524 (2025),[2] the court decertified a meal period class despite a unique *Donohue* violation rate of 70%. *Id*. at 529. Moreover, in *Hale v. Brinker Int'l, Inc.*, 765 F.Supp.3d 904, 913 (N.D. Cal. 2025), the court found that federal procedural law could "make it very difficult . . . to get a California meal break claim certified for class treatment," despite the *Donohue* presumption.

Class Counsel and their expert calculated the maximum verdict value of the meal break claims to be approximately **$20 million**. This calculation is based on the assumption that each late, missed or short meal period was the result of Defendant's interference with Plaintiff's and the class members' abilities to take duty-free meal periods. Accordingly, Class Counsel determined a total violation rate for the class members, and average rate of pay based on the payroll data for the class. Based on discussions with Plaintiff, and the fact that Defendant has facially compliant meal period policies, and in light of the legal uncertainty at the time of Mediation when valuing this claim, Plaintiff believes he had a ten percent probability of recovering all of these damages. Accordingly, Plaintiff contends the reasonable settlement

[2] *Allison* was ordered to be published on June 4, 2025 by the First District, Division 4, California Court of Appeal. It was later depublished by the California Supreme Court on October 15, 2025, after the parties attended and resolved the case at Mediation.

exposure of the meal break claim is approximately **$2,000,000**.

ii. Rest period liability and damages

Labor Code § 226.7(b) provides that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated under an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Plaintiff and other class members contend that they were required to attend "huddles" during their rest breaks, and they therefore were not duty-free. Moreover, Defendant's rest period policy also provides that rest periods "are provided to non-exempt employees at management discretion when working conditions allow," are provided "for every 4 hours worked," and that class members "may be required to remain on the premises during their rest breaks." Plaintiff further contends that Defendant's record sampling reflected that no premium payments were attributed to any rest period violations. A complete lack of premium pay "would require perfection or, more likely, a 'deep, system-wide error' in failing to pay such premiums." *In re Tea Station*

Inv., 2021 Bankr. LEXIS 2985, at *22 (C.D. Cal. Oct. 26, 2021). In *Safeway v. Superior Court* (2015) 238 Cal. App. 4th 1138, 1153, the Court counseled against arguments that are based on human perfection.

Defendant contends, on the other hand, that liability is tenuous at best because Defendant had a compliant rest period policy, and that Plaintiff would not be able to succeed on this claim because of numerous individual issues regarding why rest periods were not taken.

The same legal uncertainty for meal period class certification and liability existed for the rest period claim here. If anything, the rest period claim would be harder to certify because no time records exist for those potential violations, which may "hinge on individual questions." *Hale, supra*, 765 F.Supp.3d at 919.

Class Counsel and their expert calculated total violations across the class, multiplied by an average rate of pay for the class members, and despite there being no time records for rest periods, Plaintiff assumed the same violation rate as meal period violations, i.e., 50%. As such, Class Counsel calculated the maximum verdict value of the rest period claims to be **$20 million**. Based on the difficulty of proving rest period violations on a classwide basis, and the lack of objective evidence proving such violations, Plaintiff believes that he had a five percent chance of recovering all of the rest period damages. As such, Plaintiff believes the reasonable exposure of the rest break claim is approximately **$1,000,000**.

c. <u>Wage Statement Claim</u>

Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, … (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer…, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee… ."

Plaintiff's theory of liability with respect to the paystub claim is derivative of Defendant's failure to pay all wages owed on paystubs issued to the class, and omission of all premium payments for meal and rest period violations. In *Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022) ("*Naranjo I*") , the Court held that an employer's obligation to report wages includes an obligation to report premium pay for meal and rest break violations. Plaintiff therefore contends that any time Defendant failed to do so here should result in paystub penalties. Significantly, however, prior to filing this case, the California Supreme Court ruled that penalties may not accrue during a time when the law was unsettled, which it was in part during the pendency of this case. *See Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) ("*Naranjo II*") (finding that employer's reasonable, good faith dispute precluded penalties from being awarded for failure to report meal and rest period payments on wage statements).

Defendant argues that this derivative claim fails for the same reasons as the underlying claims and, even assuming there are any violations, which it denies, Defendant presents evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC,* 870 F.Supp.2d 810, 829 (N.D. Cal. 2012) (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.*, 656 F.Supp.2d 1128, 1146 (2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Pursuant to Labor Code section 226, subd. (e)(1), employees are entitled to $50 for the initial pay period in which a violation occurs, and $100 per pay period for subsequent violations. Nevertheless, pursuant to *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008), the heightened penalty amount is not recoverable unless there is a showing of a prior citation or in the absence of a good faith dispute. *See also Bernstein v. Virgin America, Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021). Because there is no evidence here that Defendant has previously been cited with Labor Code violations, Class Counsel believes the $50 penalty to be applicable for all violations.

Based on the pay periods at issue here, Class Counsel and the damages expert calculated wage statement penalties by multiplying the total employee count during the statutory period by the total number of pay periods during that period. The maximum verdict value of the paystub penalties are approximately **$5,080,000**. Because this claim is derivative of the wage and meal and rest period claims above, Plaintiff believes that he has a ten percent chance of recovering all of those penalties, or **$508,000**, based on the risks set forth above and Defendant's defenses.

d. <u>Waiting Time Penalties</u>

Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with *Labor Code* §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

In *Naranjo I, supra*, the Court held that failing to pay meal and rest period premium payments constituted "wages" for purposes of waiting time penalties. *Naranjo I, supra*, 13 Cal.5th at 117. Defendant denies any violations whatsoever, and that even if such violations are proven, that Defendant has a good faith dispute regarding whether such wages are owed.

Class Counsel and the damages expert determined that the total verdict value of this claim is approximately **$4,200,000**, based on termination counts provided, multiplied by the average daily rate per terminated employee and the maximum 30-day waiting time period. Class Counsel believes the reasonable settlement value is far less than the maximum amount because of the willfulness standard for proving such penalties. Plaintiff believes he has a ten percent possibility of proving all such penalties, given that this claim is derivative of the unpaid wages claim and related meal and rest period claims. As such, Plaintiff believes the realistic value of the waiting time penalties is **$420,000**.

f. <u>Failure to Reimburse Expenses</u>

Labor Code section 2802 provides, in pertinent part: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .." The purpose of section 2802 is "to prevent employers from passing their operating expenses on to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 562 (2007).

Plaintiff alleges that he and the class members were required to use their own personal cell phones for their work, reimbursement was required. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory for performing one's job).

Defendant contends that Plaintiff and the class were paid for all of their expenses, that they were not required to use their cell phone for work purposes, and any other expenses incurred were appropriately reimbursed.

Plaintiff allocates $40 per month for the reimbursement claim, based on discussions with the Plaintiff and other putative class members regarding their phone usage, and average phone plan cost. As such, the value of this claim as calculated by Plaintiff and his expert is approximately $7,021,000. Based on the Defendant's defenses, and issues in proving the reimbursement claim on a classwide basis, Plaintiff alleges he has a ten percent chance of recovery here, and the realistic value of the reimbursement claim is therefore **$702,100**.

g. <u>PAGA</u>

Plaintiff contends that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008). Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

This case was filed under the revised PAGA statute effective for cases filed after June 19, 2024. As such, the amended PAGA substantially reduces Plaintiff's ability to recover all PAGA penalties, including capping a plaintiff's recovery at 15% of the penalty sought when an employer has taken "all reasonable steps to be in compliance with all provisions identified in the [PAGA] notice." Cal. Labor Code § 2699 (g)(1).

While PAGA provides for a $100 per employee per pay period penalty for the "initial" violation and $200 per employee per pay period for "subsequent" violations (see Cal. Lab. Code § 2699(f)(2)), the amended PAGA allows a $200 penalty only if there has been a previous finding by the LWDA or a court that the employer's practice or policy was unlawful, or if a court determines that the employer's conduct giving rise to the violation was "malicious, fraudulent, or oppressive." *Id*. at 2699(f)(2)(B)(i), (ii). Class Counsel's investigation and research did not support that Defendant had been the subject of any prior LWDA investigation, or that such alleged violations could meet the heightened "malicious, fraudulent, or oppressive" standard for liability for increased PAGA penalties.

As such, there is a very real possibility that a court would substantially reduce the PAGA penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30%

affirmed on appeal). Defendant also contends that even if Plaintiff could prevail on one of his theories, any penalties would be substantially reduced based on Defendant's lawful policies that in many ways exceed the requirements under California law.

Plaintiff calculated the maximum verdict value of the PAGA penalties as **$7 million**, ($100 x 70,000 [PAGA pay periods]). Because of the substantial discretion that courts have in awarding such penalties, Plaintiff estimates the reasonable settlement value of the PAGA penalties at 5% of the total verdict value, or approximately **$350,000**.

h. Total Damages Exposure[3]

Plaintiff believes that the **$2,415,000** settlement achieved in this case is a reasonable and adequate settlement for the class members. Based upon a realistic exposure of **$4,708,500**, the settlement represents approximately 51% of that total value, and approximately 3.77% of the total verdict value of the claims. Given the many defenses raised, the uncertainty of the certifiability of any class, and the difficulty in proving the claims, Class Counsel believes this settlement is a very good result for all of the class members.

SETTLEMENT ADMINISTRATION AND TRANSMITTING THE NOTICE OF SETTLEMENT

32. Class Counsel obtained several quotes from well known wage and hour administrators, including ILYM Group, Inc. ("ILYM"), Phoenix Class Action Administration ("Phoenix"), and Apex Class Action Administrators ("Apex"). I have used all three administrators to perform settlement administration in wage and hour class settlements, but I have no professional or personal affiliation with any of these administrators. The quotes were all within approximately $1,500 of each other, and provide comparable services. The parties therefore chose the lowest bid of $17,500 from Apex.[4]

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[3] The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

[4] Apex's not-to-exceed quote is $17,500, but the Settlement Agreement includes an amount not-to-exceed of $17,950.

33. A true and correct copy of the Class Notice is attached hereto as **Exhibit D**. The Class Notice will advise the Class Members of the nature of the Settlement, including the minimum amount they stand to receive, and their rights to opt-out or object. The Class Notice will also refer the Class Members to the settlement administrator's website, which will make available the Class Notice, the Class Action Settlement, and other relevant Court documents. *See* Class Notice, at 8. Finally, while the Settlement does not implicate any substantive portions of CAFA, such as those related to coupon settlements, the Settlement contemplates that Defendant will comply with the procedural notice requirements under 28 U.S.C. § 1715. SA § 6.3.

34. In my opinion, the best and most practicable method to notify class members is by mail and email as directed in the Settlement Agreement, as all members of the Class were at one time employed by Defendant and worked in California. For current employees of Defendant who are class members, Defendant has current addresses and email addresses. I am also informed and believe that Defendant maintains last known addresses and email addresses for all of their former employees, so mailing and emailing the notices is preferable to some other method. In the event former employees are no longer at the addresses maintained by Defendant, Apex will engage in skip tracing to track down their current addresses.

COMPARABLE SETTLEMENTS

35. Although there are no close comparable cases as far as Class Counsel could locate, perhaps the closest wage and hour settlement against a dialysis company similar to Defendant is *Walters et al. v. Total Renal Care, Inc.*, Case No. 34-2022-00319163-CU-OE-GDS, venued in the Sacramento Superior Court. That case was filed on behalf of all non-exempt employees, and was settled for $7.4 million, on behalf of 18,713 class members. After deductions from the settlement, each class member would be due to receive approximately $240. Attached as **Exhibit E** is a true and correct copy of the Final Approval Order and Judgment in *Walters*.

36. In the Northern District, Plaintiff has identified *Ellis v. Harder Mechanical Contractors, Inc.*, 2023 WL 2620145, *4-5 (N.D. Cal. March 22, 2023). That settlement was a wage and hour lawsuit filed on behalf of 2,200 class members, and the gross settlement amount was approximately $1.633 million, with an average payout of approximately $465 per class member. *Id*.

37. Class Counsel believes that the settlement reached herein is far superior to either of the settlements in *Walters* or *Ellis*, *supra*. The average estimated payout per class member in this case is over 3.5 times that in *Walters*, and nearly double the amount per class member in *Ellis*.

ATTORNEY COMPETENCE IN CLASS ACTIONS

38. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc.*
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*

Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

p. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

q. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

r. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

s. *Rodriguez v. Travel Traders, Inc.*
Los Angeles Superior Court, Case No. 23STCV20804

t. *Franceschi v. Airport Appliance, Inc.*
Santa Clara Superior Court, Case No. 23CV421926

39. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming

a lawyer in 1998, my practice has focused on complex litigation matters, and since 2010, complex employment law and wage and hour matters.

40. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. For example, in 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which involved AT&T's leave policies, and settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for a $12,000,000 settlement for health care workers who experienced wage and hour violations. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

<u>CLASS ENHANCEMENT AND ATTORNEYS' FEES, COSTS AND EXPENSES</u>

41. Plaintiff has assisted Class Counsel in their investigation by corresponding with Class Counsel to answer questions about his employment, as well as the working conditions of other employees. Plaintiff also spent many hours conferring with Class Counsel both prior to and after initiating this litigation, assisted Class Counsel with interpreting the discovery produced by Defendant, produced payroll and other employment records to assist Class Counsel in pursuing the claims in this case, and attended Mediation.

42. Based on the above, and the Declaration of Plaintiff Class Representative filed concurrently, the requested service payment of $5,000 to Plaintiff is appropriate and justified.

43. Class Counsel also intend to request attorneys' fees not to exceed twenty-five percent of the settlement, and reimbursement of costs not to exceed $20,000. Class Counsel's

hourly rates range from $650 to $1,025, which are fair and reasonable for complex wage and hour litigation. Class Counsel's current lodestar is approximately $404,941, based on over 454 hours incurred in prosecuting this case. Class Counsel also expect to incur at least 50-75 additional hours to prepare for and attend the motion for preliminary approval, communicate with the administrator and monitor the notice process, review and respond to any objections, prepare the motion and supporting documents for final approval, and fulfill all other duties to ensure an orderly administration of this class action settlement. As such, the expected lodestar multiplier will be approximately 1.3 or less.

44. Class Counsel have achieved a very good result, taken this case on a complete contingency basis, and pursued risky claims that may not have been certified or later decertified, as set forth above. As such, Class Counsel believe that the percentage requested is fair and appropriate in this case, and all of the costs requested assisted in the prosecution of this case. Class Counsel will submit detailed declarations and attorneys' bills and costs with their motion for final approval. Class Counsel also have a written fee splitting agreement, and Plaintiff has provided written approval for this fee split.

45. Concurrently with the filing of this Motion, Plaintiff has also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at https://dir.govfa.net/315.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 6, 2026, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT A

Eugene Dela Pena v. Renal Advantage, Inc.
United States District Court, Northern District of California, Case No. 3:24-cv-08649-JD

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between the Plaintiff Eugene Dela Pena ("Plaintiff"), on the one hand, and the Defendant Renal Advantage Inc. ("RAI"), on the other hand. The Agreement refers to Plaintiff and RAI collectively as "Parties," or to one of them individually as "Party."

1. DEFINITIONS.

1.1 "Action" means *Eugene Dela Pena v. Renal Advantage, Inc.*, United States District Court, Northern District of California, case no. 3:24-cv-08649-JD.

1.2 "Administrator" means the neutral entity the Parties have agreed to appoint to administer the Settlement, Apex Class Action Administration ("Apex").

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 of the Settlement.

1.4 "Aggrieved Employee" or "PAGA Group Member" means all current and former non-exempt or hourly paid employees of RAI who worked for RAI in California at any time during the PAGA Period.

1.5 "Class" refers to all current and former non-exempt hourly paid employees of RAI who worked for RAI in California at any time during the Class Period.

1.6 "Class Counsel" means Bartz Law Group, APC and United Employees Law Group, PC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for attorneys' fees and for reimbursement of all litigation expenses incurred and to be incurred in connection with the Action, including without limitation, filing and court fees, mediation fees, expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of Judgment.

1.8 "Class Data" means personally identifying information in RAI's possession, including Class Member/PAGA Group Member names, last-known mailing addresses and telephone numbers, Social Security numbers, dates of employment, and the numbers of qualifying Workweeks during the Class Period and/or Pay Periods during the PAGA Period, and any other relevant information needed to calculate settlement payments.

1.9 "Class Member" or "Settlement 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.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed and e-mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from October 15, 2020, through the date of Preliminary Approval of the Settlement.

1.13 "Class Representative" means Eugene Dela Pena.

1.14 "Class Representative Enhancement Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the United States District Court, Northern District of California.

1.16 "RAI" means the Defendant, Renal Advantage Inc.

1.17 "Defense Counsel" means Baker & Hostetler LLP, acting through attorneys David H. Stern, Alex E. Spjute, and Jennifer D. Ghassemi.

1.18 "Effective Date" means one (1) day after the Court's Final Approval Order and Judgment have become final, which shall be the latest of the following dates, as applicable: (i) in the event that any Class Member has filed an objection to the Settlement, and thereafter any appeal relating thereto, the date any appellate court has rendered a final ruling affirming the Court's Final Approval of the Settlement without material modification; (ii) in the event that any Class Member has filed an objection to the Settlement, the date that the deadline for seeking appellate review of the Court's final approval of the Settlement has passed without the filing of a timely appeal or timely request for review, or (iii) in the event that no Class Member has filed an objection to the Settlement, the date that the Court enters its Final Approval order and Judgment.

1.19 "Final Approval" and "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Two Million, Four Hundred and Fifteen Thousand Dollars and Zero Cents ($2,415,000.00), which is the total amount RAI agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, and the Administrator's Expenses Payment.

1.23 "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 by that Participating Class Member during the Class Period.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency.

1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the "Net Settlement Amount" to be paid to Participating Class Members and Aggrieved Employees as Individual Class Payments and Individual PAGA Payments (which may be combined into a single payment).

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "Operative Complaint" means the operative First Amended Complaint in the Action.

1.31 "PAGA Period" means the period from May 26, 2022, through the date of Preliminary Approval of the Settlement.

1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).

1.33 "PAGA Notice" means Plaintiff's letter to RAI and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 "PAGA Penalties" means One Hundred Thousand Dollars ($100,000), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to Aggrieved Employees and 65% to the LWDA, in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Pay Period" means any pay period during which an Aggrieved Employee worked for RAI for at least one day during the PAGA Period.

1.37 "Plaintiff" means Eugene Dela Pena.

1.38 "Preliminary Approval" and "Preliminary Approval Order" mean the Court's Order granting Preliminary Approval of the Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.

1.40 "Released PAGA Claims" means the claims being released or precluded as described in Paragraph 5.2 below.

1.41 "Released Parties" means RAI and each of its former, present, and future subsidiaries, affiliates, parents, predecessors, successors, and/or assigns and each of its/their former, present, and future directors, officers, shareholders, owners, members, employees, attorneys, insurers, consultants, and agents.

1.42 "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.

1.43 "Response Deadline" means forty-five (45) days after the Administrator mails and e-mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) or mail or file with the Court Objections to the Settlement, or (c) submit any challenges to the Workweek calculation. Any Class Member to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Class Notice is resent.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek" means any week during which a Class Member worked for RAI for at least one day during the Class Period.

2. RECITALS.

2.1 On October 15, 2024, Plaintiff Eugene Dela Pena commenced this Action by filing a class and representative PAGA complaint against RAI. On December 27, 2024, Plaintiff filed a First Amended Complaint (the "Operative Complaint"). RAI denies all material allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to RAI and the LWDA by sending the PAGA Notice.

2.3 On September 9, 2025, the Parties participated with mediator Glenn Lerman, Esq., in an all-day mediation, which led to this Agreement.

2.4 Prior to mediation, Plaintiff obtained time records and payroll records of a 20% sample set of non-exempt employees, plus summary data from RAI regarding the number of shifts, workweeks, and pay periods at issue. Plaintiff has also conducted significant discovery, which included propounding and responding to written discovery, obtaining class contact information, witness outreach, payroll data, and timekeeping data, and reviewing thousands of pages of time, payroll, and personnel records.

2.5 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 8 below, RAI promises to pay $2,415,000 and no more as the Gross Settlement Amount and to separately pay any employer payroll taxes owed on the Wage Portions of the Individual Class Payments. RAI need not pay the Gross Settlement Amount (or any payroll taxes) until the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any claim as a condition of payment. This Settlement is non-reversionary such that none of the Gross Settlement Amount will revert to RAI.

3.2 *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 *To Class Representative:* Class Representative Enhancement Payment to the Class Representative of not more than $5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive). RAI will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment no later than 35 days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Form 1099s for the Class Representative Enhancement Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.

3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than 25% of the Gross Settlement Amount (or $603,750), and a Class Counsel Litigation Expenses Payment of not more than $20,000. The award of Class Counsel Fees Payment shall be paid to Bartz Law Group, APC and United Employees Law Group, PC, divided as follows: 60% to Bartz Law Group, APC and 40% to United Employees Law Group, PC, regardless of lodestar. Plaintiff has consented to this fee split in a separate joint prosecution agreement and further consents by signing this settlement agreement. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment no later than 35 days prior to the Final Approval Hearing in accordance with FRCP Rule 23(h). If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment 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 any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds RAI harmless, and indemnifies RAI, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel shall inform the Administrator of any split between them regarding the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 *To the Administrator:* An Administration Expenses Payment not to exceed $17,950, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less or that the Court approves payment of less than $17,950 then the excess shall become part of the Net Settlement Amount to be paid to Class Members and Aggrieved Employees.

3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's attributed workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period. Determination of the number of workweeks that a Participating Class Member worked shall be based on RAI's time records. The Parties will consider in good faith any challenge to the Workweeks supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of 40% 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. A total of 60% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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.

3.2.4.2 *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.

3.2.5 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of $100,000 are to be paid from the Gross Settlement Amount, with 65% ($65,000) allocated to the LWDA PAGA Payment and 35% ($35,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for RAI at any time during the PAGA Period, based on their proportional number of Pay Periods worked for RAI during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 *Class Data.* Not later than fifteen (15) calendar days after Defense Counsel's receipt of the Preliminary Approval Order, RAI will deliver the Class Data to the Administrator, in the form of a spreadsheet. 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 perform under this Agreement.

4.2 *Funding of Gross Settlement Amount.* RAI shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay RAI's share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.3 *Payments from the Gross Settlement Amount.* Within ten (10) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks 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 Enhancement Payment.

4.3.1 The Administrator will issue checks to cover the Individual Class Payments and Individual PAGA Payments and will send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database and conduct a skip trace.

4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members or Aggrieved Employees whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within seven 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 or Aggrieved Employees 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.

4.3.3 For any Class Member or Aggrieved Employee 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 Unclaimed Property Fund in the name of the Participating Settlement Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" requiring a cy pres award or subject to the requirements of Code of Civil Procedure section 384, subdivision (b). This ensures that any funds remaining for any uncashed Individual Class Payment checks or Individual PAGA Payment checks are held in trust by the California State Controller's office in the name of the Participating Settlement Class Member or Aggrieved Employee, in an easily searchable database available at www.sco.ca.gov, to be claimed at any future time by the Participating Settlement Class Member or Aggrieved Employee or their heirs. This procedure is consistent with similar procedures adopted in wage and hour class settlements approved by the Court. *See Stovall-Gusman v. W,W, Grainger, Inc.*, No. 13-CV-02540-JD, 2014 WL 5492729, at *2 (N.D. Cal. Oct. 30, 2014) (Donato, Hon.); *see also Norton v. Strategic Staffing Sols., L.C.*, No. 3:23-CV-06648-JSC, 2025 WL 306220, at *9 (N.D. Cal. Jan. 27, 2025); *Suarez v. Bank of AM., Nat'l Ass'n*, No. 18-CV-01202-LB, 2024 WL 150721, at *4 (N.D. Cal. Jan. 11, 2024).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate RAI 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.

5. RELEASES AND PRECLUSION OF CLAIMS. Upon funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement:

5.1 *Release by Participating Class Members:* All Participating Class Members fully release Renal Advantage Inc., and the Released Parties from any and all claims that have been or reasonably could have been alleged or asserted in the Operative Complaint in the Action and in any notices sent to the LWDA, based on facts alleged in the Action, that accrued during the Class Period. This release includes, without limitation, release of all claims for (i) alleged failure to pay or properly calculate wages of any form, including failure to pay or properly calculate minimum wage, claims for failure to pay all wages due to Covid-19 temperature checks and other off-the-clock activities, claims for failure to pay or properly calculate overtime, claims for failure to pay or properly calculate sick pay, and claims for failure to pay or properly calculate any other wage, including timely paying wages, in violation of Cal. Lab. Code §§ 204, 510, 1194, and 1198; (ii) alleged failure to timely pay wages due at end of employment in violation of Cal. Labor Code §§ 200 *et seq.*; (iii) alleged failure to provide accurate itemized wage statements under Cal. Lab. Code § 226 and maintain accurate employment records; (iv) alleged failure to pay, properly calculate or provide meal periods or meal period premiums in violation of Cal. Lab. Code §§ 226.7 and 512; (v) alleged failure to pay, properly calculate or provide rest periods or rest period premiums in violation of Cal. Lab. Code § 226.7; (vi) alleged failure to reimburse expenses in violation of Cal. Lab. Code § 2802; and (vii) unfair competition based upon any of the foregoing, and claims under California Business and Professions Code sections 17200 et seq.

5.2 *PAGA Release:* PAGA Group Members fully release Renal Advantage Inc., and the Released Parties from any and all claims for PAGA penalties that have been or reasonably could have been alleged or asserted in the Operative Complaint in the Action and in any notices sent to the LWDA, based on the facts and claims alleged in the Action, that accrued during the PAGA Period (the "PAGA Release"). This includes, without limitation, a release of PAGA penalties for all claims listed in Paragraph 5.1 of this Agreement. It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment.

6. MOTION FOR PRELIMINARY APPROVAL. Upon full execution of this Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 90 calendar days, and will share their draft for comments by Defense Counsel with reasonable notice before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

6.1 *Plaintiff's Responsibilities.* Plaintiff 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 addresses the Northern District of California's Procedural Guidance for Class Action Settlements, and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (s)(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 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (s)(1)), this Agreement (Lab. Code, § 2699, subd. (s)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

6.2 *Responsibilities of Counsel.* Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 90 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 Order granting Preliminary Approval to the Administrator.

6.3 *Responsibility of Defense Counsel.* Defense Counsel shall procure the class list and data necessary for administration of the settlement and shall send same to the Administrator within fifteen (15) days after preliminary approval is granted. Defense Counsel shall also provide the necessary notice of class settlement to the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. § 1715, with notice to be provided within 10 days of the filing of this Agreement with the Court.

6.4 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval 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 or otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 *Selection of Administrator.* The Parties have jointly selected Apex to serve as the Administrator and have verified that, as a condition of appointment, that Apex 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 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.

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

7.3 *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.

7.4 *Notice to Class Members.*

7.4.1 Using best efforts to perform as soon as possible, within fourteen (14) calendar days after receipt of the Class Data from RAI, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail and by e-mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and perform a skip trace using Accurint or a similar skip trace process.

7.4.2 Not later than five (5) court 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.

7.4.3 The deadlines for Class Members' written objections, challenges to workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-sent. The Administrator will inform the Class Member of the extended deadline with the re-sent Class Notice.

7.4.4 If the Administrator, RAI, 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 confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 *Requests for Exclusion (Opt Outs)*.

7.5.1 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 forty-five (45) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-sent). A Request for Exclusion is a letter from a Class Member or the Class Member's 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.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by 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, then 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.

7.5.3 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' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for and will receive an Individual PAGA Payment.

7.5.5 PAGA Group Members/Aggrieved Employees may not opt out of the PAGA portion of the Settlement.

7.6 *Challenges to Calculation of Workweeks.* Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-sent) to challenge the number of workweeks 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 convincing contrary documentation, the Administrator is entitled to presume that the number of workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination 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 the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 *Objections to Settlement.*

7.7.1 Only Participating Class Members may object to the class action components of the Settlement or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment.

7.7.2 Participating Class Members may send written objections to the Court, by filing or mailing written objections to the Court. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to file or send a written objection to the Court must do so not later than forty-five (45) days after the Administrator's mailing or e-mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-sent).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 *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.

7.8.1 *Website, Email Address, and Toll-Free Number.* The Administrator will establish and maintain 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 Enhancement 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.

7.8.2 *Requests 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 five 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 submitted (and indicate whether each Request for Exclusion is valid or invalid).

7.8.3 *Weekly Reports.* The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices sent or re-sent, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, challenges to workweeks received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports will provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion.

7.8.4 *Workweek 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 qualifying workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 *Administrator's Declaration.* Not later than fourteen (14) days before the date by which Plaintiffs are 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 sending of Class Notice, the Class Notices returned as undelivered, the re-sending of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (indicating which are valid or invalid), and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 *Final Report by Settlement Administrator.* Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements made under this Agreement. At least fifteen (15) 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.

8. **ESCALATOR CLAUSE.** The parties recognize that the Gross Settlement Amount is predicated upon no more than approximately 293,372 workweeks worked by Class Members during the time period of October 15, 2020 through September 9, 2025. If the actual number of pay periods worked by Class Members is more than 10% above 293,372 (or an additional 29,337 pay periods) during the time period of October 15, 2020 through Preliminary Approval, RAI will at its option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over 10% (for example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date that is closest to without exceeding 322,709 pay periods so as to eliminate the need to increase the Gross Settlement Amount. Defense Counsel will notify Class Counsel of RAI's election after the date of the Court's Order granting Preliminary Approval is known and within seven (7) days of being notified by the Administrator that this escalator clause has been triggered.

9. **RAI'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% or more of all Class Members, then RAI may, but need not, elect to withdraw from the Settlement. The Parties agree that if RAI withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, RAI will remain responsible for paying all Settlement Administration Expenses incurred to that point. RAI must notify Class Counsel and the Court of its election to withdraw not later than 15 days after expiration of the opt-out period; late elections will have no effect on RAI's right to withdraw.

10. **MOTION FOR FINAL APPROVAL.** Not later than 35 days before the calendared Final Approval Hearing, Plaintiff 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, subdivision (*s*), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 *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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 *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. Any decision by the Court to award less than the amounts requested for the Class Representative Enhancement Payment, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for

Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 *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 solely for purposes of (i) enforcing this Agreement and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

11. AMENDED JUDGMENT. If any amended judgment is required by the Court or by applicable law, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 *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 RAI that any allegation in the Operative Complaint has merit or that RAI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that RAI's defenses in the Action 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 enter Judgment, RAI reserves the right to contest certification of any class for any reasons, and RAI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest RAI's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action 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).

12.2 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees 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.

12.3 *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.

12.4 *Attorney Authorization.* Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and RAI, 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.

12.5 *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 or the Court for resolution.

12.6 *No 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.

12.7 *No Tax Advice.* Neither Plaintiff, Class Counsel, RAI, 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.

12.8 *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 counsel/representatives and approved by the Court.

12.9 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10 *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.

12.11 *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.

12.12 *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.

12.13 *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.

12.14 *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.

12.15 *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 Plaintiff:

Aaron A. Bartz, Esq.
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Attorneys for Plaintiff

To Defendant:

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aspjute@bakerlaw.com
jghassemi@bakerlaw.com

Attorneys for Defendant, Renal Advantage Inc.

12.16 *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.

12.17 *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.

Agreed to as of 03/02/2026, 2026

FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

DocuSigned by:
EUGENE DELA PENA
F269E9CB40254DE...

Eugene Dela Pena

FOR DEFENDANT RENAL ADVANTAGE INC.

Mollie L Miller

By: Mollie Miller
Its: Assistant Treasurer

APPROVED AS TO FORM ONLY:

Dated: March 2, 2026

BARTZ LAW GROUP, APC

Signed by:
Aaron Bartz
EC5A3FE789D1423...

Aaron A. Bartz
Attorneys for Plaintiff

UNITED EMPLOYEES LAW GROUP, PC

Walter L. Haines
Peggy J. Reali
Attorneys for Plaintiff

BAKER & HOSTETLER LLP

David H. Stern
Alex E. Spjute
Jennifer D. Ghassemi
Attorneys for Defendant

EXHIBIT B

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

August 7, 2024

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Renal Advantage, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: ***PAGA Letter – Eugene De La Pena v. Renal Advantage, Inc.***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group represent Eugene De La Pena and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Renal Advantage, Inc. ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates dialysis service centers throughout California. Plaintiff De La Pena was employed as a non-exempt employee for Employer between 2014 and May 2024. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff De La Pena.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff De La Pena and all other aggrieved employees all wages that they are owed, including overtime compensation, based upon Employer's policy and practice of requiring Plaintiffs to work off-the-clock, and Employer coerces Plaintiffs to perform work before clocking in, and after clocking out for the day, without compensation. Further, Employer required Plaintiffs to undergo temperature checks and/or health screenings prior to work, all without compensation. As such, Employer is in violation of Labor Code §§ 226.7, 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Because of Employer's policies and procedures, understaffing, and other reasons, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to complete their jobs before taking their required meal period. Moreover, Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to a patient, and as such, the meal periods are not duty-free. Plaintiffs are also required to attend team huddles during their meal periods, but Employer failed and refused to provide full and uninterrupted meal periods.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to patients, disciplining Plaintiffs when they left patients to take rest periods, and otherwise discouraging the taking of rest periods. Moreover, because of the massive workload and staffing issues, rest periods could not be taken timely or at all, and Employer restricted Plaintiffs from leaving the premises to take their rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

E. **Waiting Time Penalties**

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

F. **Failure to Reimburse Expenses**

Employer also failed to reimburse Plaintiff De La Pena and the Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of Employer. For example and without limitation, Plaintiffs incurred expenses for using their personal cell phones for company business, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal cell phones for work matters.

G. **Failure to Produce Employment Records**

Employer has also failed and refused to keep and maintain Plaintiff De La Pena's employment payroll and time records, pursuant to Labor Code § 1174. Based on Employer's failure, Employer is liable for all civil penalties owed under the Labor Code.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Eugene De La Pena and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Additionally, please preserve any and all evidence relating to Plaintiff Eugene De La Pena's employment. This letter constitutes notice and a demand to preserve evidence under *Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, 12. In particular, please maintain all video and audio recordings of Plaintiff De La Pena, all information in their files and in any computer system, including but not limited to hard files, computer or digital files, Outlook folders, direct messages, Teams, Zoom and/or Slack messages, archives, e-mails, office applications, calendars, faxes, tasks, project files, and any other files, drives, and information. Employer may have relevant evidence including e-mail and draft documents stored in electronic or digital form, which must be preserved.

Please note that litigants owe an "uncompromising duty to preserve" what they know or reasonably should know may be relevant evidence in a pending lawsuit. *Kronisch v. United States* (2nd Cir. 1998) 150 F.3d 112, 126-127, 130; *Mathias v. Jacobs* (Fed. Cir. 1996) 197 F.R.D. 29, 37; *Reeves v. MV Transportation, Inc*. (2010) 186 Cal.App.4th 666, 681. The duty to preserve exists when a party "is on notice that documents and information in its possession are relevant to litigation, or potential litigation, or are reasonably calculated to lead to the discovery of admissible evidence." *Kronisch*, *supra*, at 126-127; *Wm. T. Thompson Co. v. General Nutrition Corp., Inc.* (C.D. Cal. 1984) 593 F. Supp. 1443, 1455. This duty extends to documents that are "relevant in the action, [are] reasonably calculated to lead to the discovery of admissible evidence, [are] reasonably likely to be requested during discovery, and/or [are] the subject of a pending discovery request." *Wm. T. Thompson*, *supra*, at 1455.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT C

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Attorneys for Plaintiff EUGENE DELA PENA and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

EUGENE DELA PENA, an individual; on behalf of himself and all others similarly situated and the general public, Plaintiff, v. RENAL ADVANTAGE, INC., a Delaware corporation; and DOES 1 to 100, inclusive, Defendants.	Case No.: 3:24:cv-08649-JD [*Assigned to Hon. James Donato*] CLASS ACTION **FIRST AMENDED COMPLAINT FOR:** 1. Violation of B&PC §17200, et seq. 2. Violation of Labor Code §§ 204, 510, 1194 and 1198; 3. Violation of Labor Code §§ 200, et seq.; 4. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226; 5. Failure to Provide Meal Periods (Lab. Code §226.7); 6. Failure to Provide Rest Breaks (Lab. Code 226.7); 7. Failure to Reimburse Expenses (Lab. Code §2802); 8. Violation of Labor Code §§2698-2699 (PAGA). **DEMAND FOR JURY TRIAL**

Plaintiff EUGENE DELA PENA, on behalf of himself and all other persons similarly situated, and the general public (hereinafter, "Plaintiff"), hereby complains against Defendant, RENAL ADVANTAGE, INC., a Delaware corporation ("Renal Advantage"); and DOES 1 to 100, inclusive (hereinafter Renal Advantage and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

GENERAL ALLEGATIONS

JURISDICTION

1. This is a civil action seeking recovery of unpaid wages, waiting time penalties, pay stub penalties and meal and rest period premiums under California Labor Code §§ 510, 1194 et seq., 201 et seq., 226 and 226.7. Plaintiff Dela Pena, for himself and on behalf of the general public, brings an action for monetary damages for failure to pay wages as well as for restitution for Defendants' violations of Business and Professions Code (B&PC) §17200, et seq., including full restitution of all compensation retained by Defendants as a result of their unlawful, fraudulent and unfair business practices. Plaintiff seeks all available relief, including full restitution of all compensation retained by Defendants as a result of their unlawful and unfair business practices. Further, Plaintiff seeks injunctive relief under B&PC §17200, et seq.

VENUE

2. Venue as to each of the Defendants is proper in this judicial district pursuant to California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of herein occurred in the County of San Francisco. Each defendant either owns, maintains offices, transacts business, has an agent or agents within the County of San Francisco, or otherwise is found within the County of San Francisco, and each defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff Eugene Dela Pena is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Dela Pena worked for Defendants within the State of California.

4. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, defendant Renal Advantage is and was a Delaware corporation.

5. Plaintiff is informed and believes and thereon allege that at all times mentioned herein, Defendant Renal Advantage was authorized to do business in the State of California, County of San Francisco, and offering dialysis services. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as hereinafter alleged.

6. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiff will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes and thereon alleges that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiff and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

7. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiff herein alleges that Defendants and each of them is the joint employer of Plaintiff and the classes.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

10. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

11. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because Plaintiff and the putative classes herein worked within the State of California, and were subject to California's wage and hour laws.

PLAINTIFF CLASSES

12. The class representative Plaintiff who worked in the position of an hourly non-exempt employees or other similar title while employed by Defendants within the State of California, is as follows:

a. Eugene Dela Pena

Plaintiff Dela Pena worked within California as a patient care technician between November 2014 and May 2024.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiff seeks to represent are composed of and defined as follows:

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Class 1:

All non-exempt hourly employees from October 15, 2020 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

Class 2:

All non-exempt hourly employees of Defendants who worked at some point from October 15, 2021 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

Class 3:

All non-exempt hourly employees who worked for Defendants from October 15, 2020 to the present who were not provided legally compliant meal periods (Meal Break Class);

Class 4:

All non-exempt hourly employees who worked for Defendants from October 15, 2020 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

Class 5:

All non-exempt hourly employees who worked for Defendants in California from October 15, 2023 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

Class 6:

All non-exempt hourly employees who worked for Defendants in California from October 15, 2020 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

Class 7:

All non-exempt hourly employees who worked for Defendants in California from October 15, 2020 through the present who were not paid for all of their hours worked (Off-The-Clock Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes is unknown to Plaintiff at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable by inspecting Defendants' employment records.

14. There are common questions of law and fact as to Plaintiff and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;

iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;

iv. Whether Defendants improperly retained, appropriated or deprived Plaintiff and the class members of the use of monies or sums to which Plaintiff and the class were legally entitled;

v. Whether Defendants engaged in unfair business practices;

vi. Whether Defendants and each of them, were participants in the alleged unlawful conduct;

vii. Whether Defendants' conduct was willful or reckless;

viii. The effect upon and the extent of injuries suffered by Plaintiff and all others similarly situated and the appropriate amount of compensation;

ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;

x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly "reduced" rate of pay in violation of Section 11 of the applicable Wage Orders;

xi. Whether Defendants failed and refused to reimburse Plaintiff and the class members for their reasonable and necessary expenses incurred in fulfilling their work duties for Defendant;

xii. Whether Defendants failed and refused to pay Plaintiff and the class members' for all of their hours worked; and

xiii. Whether Defendants failed and refused to pay Plaintiff and the class for all time the time spent working during any of their meal periods.

15. Plaintiff's claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiff, as representative parties will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiff has no claim or interest that is antagonistic to any class member.

16. The nature of this action and the nature of laws available to the members of the classes identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Further, this claim involves a large corporate employer, Defendant Renal Advantage, and a large number of individual employees (Plaintiff and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present

and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, which the Plaintiff experienced, is representative of the class mentioned herein and will establish the right of each of the members of the named class to recovery on the causes of action alleged herein.

17. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; which would establish potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations concerning individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

18. Plaintiff and all others similarly situated are entitled to the wages and other monies unlawfully withheld. This action is brought for the benefit of the public.

FIRST CAUSE OF ACTION

(Violation of B&PC §17200, et seq.)

19. Plaintiff re-alleges and incorporates by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

20. Beginning on an exact date unknown to Plaintiff but believed to have occurred from October 15, 2020, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

21. Defendants, and each of them, own, operate, manage and control dialysis centers, and have engaged in the practice of paying their non-exempt hourly employees in a fashion that circumvents California overtime laws.

<u>FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION</u>

22. Plaintiff is informed, believes, and thereon alleges that as part of Defendants' ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8) hours per day, and excess of forty (40) hours per week without receiving the proper regular rate of pay and therefore have failed to receive overtime compensation and/or the proper overtime premium. Defendants are therefore in violation of <u>Labor Code</u> §§ 510 and 1194, and the relevant California Industrial Welfare Commission Orders.

23. Defendants, and each of them, consistently administered a corporate policy regarding off-the-clock time, which required that employees work overtime without proper premium overtime pay, the regular rate of pay, and/or minimum wage. For instance, during the Covid-19 pandemic, between at least the years of 2020 and 2022, Defendants required, as a policy and practice, Plaintiff and the class members to undergo temperature checks and to log other information about their health prior to clocking in for the day. Defendants required these temperature checks of Plaintiff and other class members, which typically took between three and five minutes a day, and Defendants refused to compensate Plaintiff or other class members for this time.

24. Defendants further implemented a policy and practice during the class period of requiring Plaintiff and other class members to engage in work-related activities after they are clocked out for work, including responding to work phone calls and messages regarding patients, treatments, and other work-related questions, without compensation. Such work-related activities occurred off-the-clock, and happened to Plaintiff and upon information and belief, all class members, throughout the class period, without compensation. Plaintiff and the class members are also required to work through their meal periods, as hereinafter described, without being compensated for such time. Additionally, Plaintiff and the class are entitled to shift differentials and other compensation, but Defendants fail and refuse to pay the correct regular rate of pay to Plaintiff and the class. Defendants' failure to pay for all wages owed, as hereinabove described, is accomplished with the advanced knowledge and designed intent to avoid paying non-exempt employees for all hours worked. Accordingly, Plaintiff and the

class members are entitled to all unpaid wages due under California law. Further, Plaintiff and the class are entitled to restitution of these wages obtained by Defendants, and each of them.

VIOLATION OF LABOR CODE § 200, ET SEQ.

25. Plaintiff is informed, believes, and thereon alleges that as part of Defendants' ongoing unfair business practices, Defendants failed to provide all employees all wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204, in that Defendants fail to pay for all wages as further described herein.

26. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

27. Plaintiff is informed, believes, and thereon alleges that all employees who have been separated from Defendants did not timely receive a final paycheck detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

VIOLATION OF MEAL AND REST PERIOD PROVISIONS

29. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC Wage Orders. For example and without limitation, Defendants fail to properly staff their dialysis centers, conduct "huddles" throughout the day to discuss patients and dialysis treatments, and require Plaintiff and the class to be on-call throughout their workday, prevents Plaintiff and the class from duty-free, uninterrupted meal and rest periods. As such, Plaintiff

and the class are entitled to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants failed and continue to fail to pay for meal and rest period violations at the employees' regular rate of pay in violation of Section 11 of the applicable Wage Orders.

30. Plaintiff seeks restitution and injunctive relief for said violations.

31. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their employees and the putative class the minimum working standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiff seeks an injunction preventing Defendants from continuing their unfair business practice of improperly depriving their employees of all wages owed, including but not limited to overtime pay, and payment of their regular rate of pay for meal and rest period premiums. Plaintiff further seeks an order requiring Defendants to identify by full name, telephone number, and last known address employees who worked or still work for Defendants from October 15, 2020 through the date of judgment; Plaintiff further seeks an order requiring Defendants to timely pay restitution to all current and former employees, including back wages, premium payments, and interest.

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

32. Plaintiff is informed and believes and thereon alleges that as part of Defendants' ongoing unfair business practices, Defendants, and each of them, fail to provide their employees with proper and understandable itemized wage statements, as required by Labor Code § 226.

33. Plaintiff is informed and believes, and thereon alleges that Defendants, and each of them, fail to provide each employee with an itemized statement which states the actual regular rate paid, the total hours worked by the employee, the gross and net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants further fail to provide all meal

and rest period premium payments owed on Plaintiff's and the class's itemized wage statements, thus violating California law.

FAILURE TO REIMBURSE EXPENSES

34. Defendants have adopted and implemented an illegal reimbursement policy that fails to compensate Plaintiff and the class for all of their necessary business expenses incurred in discharging his duties for Defendants. This includes, but is not limited to, failing to pay Plaintiff and the class for the use of their cell phones required for work, which were required to be used to communicate with Defendants' management, nurses, and other staff.

35. Defendants' conduct in failing to reimburse Plaintiff and the class for their necessary business expenses is also unfair within the meaning of Business and Professions Code §17200 because it is against established public policy and has been pursued to attain an unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiff's and the other class members' compensation, as Plaintiff and the class are required to come out of pocket for such expenses. As such, Defendants' business practices, including their illegal reimbursement policy and practice, is unfair, illegal and fraudulent, in that such policy and practice was intended to reduce Plaintiff's and the class' due and owing compensation

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID WAGES & PENALTIES

(Violation of Labor Code §§ 204, 510, 1194, and 1198)

36. Plaintiff re-alleges and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

37. Plaintiff and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in the State of California

to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiff's and classes' regular rate of pay.

38. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiff may bring a civil action for overtime wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees, and costs.

39. At all times relevant hereto, Defendants have failed to pay to Plaintiff and all persons similarly situated wages when due as required by Labor Code § 204.

40. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

41. At all times relevant hereto, Plaintiff is informed, believes, and thereon alleges that Defendants have treated Plaintiff and the class as hourly non-exempt employees. Despite this classification, Defendants have willfully violated the Labor Code with respect to failing to pay all wages owed, including during Covid-19 temperature checks and other off-the-clock activities as described herein. Moreover, Defendants have failed to pay one (1) regular rate of pay, and failed to calculate overtime and double time based on that regular rate, and failed to include all items of remuneration within Plaintiff's and other class members' regular rate of pay. Defendants have therefore failed to properly pay all wages owed, including but not limited to minimum wages and/or premium overtime for hours worked in a day and/or in a week, and as such, Defendants are able to reduce their overhead and operating expenses and gain an unfair advantage over competing companies complying with state law.

42. Plaintiff is informed, believes, and thereon alleges that the hourly non-exempt class was never paid any premium compensation or paid significantly less premium compensation for work accomplished in excess of forty (40) hours per week, and/or eight (8) hours per day.

43. Plaintiff is informed, believes, and thereon alleges that Defendants consistently administered a corporate policy regarding both staffing levels and duties and responsibilities of the members of the classes which required the entirety of all classes to work overtime without proper premium pay. This included a uniform corporate policy and practice of failing to pay for all hours worked prior to and after class members' shifts, and failing to include all remuneration into the regular rate for purposes of calculating premium overtime payments and meal period penalties. This corporate policy and pattern of conduct was/is accomplished with the advance knowledge and design of all Defendants herein. Thus, Plaintiff and all others similarly situated routinely, regularly, and customarily performed overtime work. Accordingly, Plaintiff and all others similarly situated are entitled to overtime compensation under California law. Further, Defendants disseminated false information throughout Defendants' facilities and among the employees reciting that all hourly non-exempt employees would receive premium overtime pay.

44. Plaintiff is informed, believes, and thereon alleges that the obligations and responsibilities of the class employees are irrelevant because Plaintiff and all others similarly situated merely allege wrongdoing with Defendants' pay plans. Further, the duties of Plaintiff and all others similarly situated are not relevant in certifying any of the classes. Defendants' hourly non-exempt employees work routinely in excess of eight (8) hours per day, forty (40) hours per week, and/or and they were not, and have never been, paid the proper regular rate of compensation nor the proper premium compensation for their overtime work.

45. Defendants, and each of them, in violation of Labor Code §§ 201 and 202, et seq., respectively, had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned and unpaid wages of all such former employees. Defendants have willfully failed to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay, premium pay, and other wages earned and remaining uncompensated according to amendment, or proof.

46. The pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to

recovery by Plaintiff and all others similarly situated, in a civil action, for the unpaid balance of the full amount of the all wages owing, including the proper calculation of the regular rate and the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit according to the mandate of Labor Code § 1194, et. seq.

47. Likewise, Defendants have a pattern, practice, and uniform administration of corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to pay Plaintiff and the class the meal and rest period premium payment at the regular rate.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 200, et. seq.)

48. Plaintiff re-alleges and incorporates by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

49. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary separation from employment; immediately upon his voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours' notice.

50. Based on the allegations of failure to pay all wages previously asserted herein, Plaintiff and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final paycheck with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiff is informed, believes, and thereon alleges that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

51. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due is

entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

<u>FOURTH CAUSE OF ACTION</u>

<u>FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS</u>

(Violation of Labor Code § 226)

52. Plaintiff re-alleges and incorporates by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

53. Labor Code §226(a) provides, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . ..

54. During the Class Period, Defendants knowingly and intentionally failed to provide the Class Members, including Plaintiff, with timely and accurate wage and hour statements by failing to show gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing that Class Member, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by that Class Member. Defendants further fail and refuse to identify all meal and rest period premium payments owed within Plaintiff's and the class's wage statements, as required under California law.

55. The Class Members, including Plaintiff, suffered injury as a result of Defendants' knowing and intentional failure to provide the Class Members, with the wage and hour statements required by law, because Plaintiff and the Class Members were unable to determine the total amount of hours they worked, were unable to determine the total compensation owed and unable to verify that they were paid the proper amount. By way of example, and without limitation, throughout the Class Period Defendants fail and refuse to set forth the proper regular rate of pay, all hours worked based on Defendants' failure to pay for all hours worked, and meal and rest period premium payments.

56. Based on Defendants' conduct as alleged herein, Defendants are liable for actual damages, statutory damages, and/or statutory penalties pursuant to California Labor Code § 226, attorney's fees and costs, and other applicable provisions of the Labor Code and applicable Wage Order.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512)

57. Plaintiff incorporates by reference as if fully set forth herein, the allegations of paragraphs above.

58. California Labor Code § 512 and the IWC Wage Orders provide state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

59. Employers are prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

60. Plaintiff and members of the Class were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Defendants coerced Plaintiff and the members of the Class to forego meal periods by disciplining and/or threatening disciplinary action against them if they attempted to take meal periods, created incentives to forego meal breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the meal periods, among other things. In addition, the pace of the job required Class Members to eat while working in order to keep up with their work duties, and Defendants required Plaintiff and other class members to participate in "huddles" to review patients and dialysis treatments throughout their workday, including during Plaintiff's and class members' meal periods. Further, Defendants adopted policies and practices to place unnecessarily tight timelines on Plaintiff's and class members' work, forcing them to miss their meal periods in order to complete their work. As a result, Plaintiff and members of the Class were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, Defendants failed to count as time worked any "on duty" meal period taken by Plaintiff and the members of the Class.

61. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. As such, Plaintiff and members of the Class are entitled to an additional one hour's pay for each day in which Plaintiff and members of the Class were not provided a proper meal break under the above-described authorities.

62. Plaintiff and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

SIXTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REST PERIODS

(Violation of Labor Code § 226.7)

63. Plaintiff re-alleges and incorporates by reference as if fully set forth herein, the allegations of the preceding paragraphs.

64. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or a major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, and 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

65. Plaintiff and Class Members were not permitted to take rest periods, were required to work during their rest periods, and/or were disciplined and/or were advised that they would be disciplined if they took rest periods during work hours, in contravention of California law. Defendants, for instance, require Plaintiff and other class members to participate in "huddles" throughout the workday, even when they are on their rest periods. Moreover, Defendants require that when rest periods are allowed to be taken, that they be combined with meal periods, a violation of California law.

66. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

67. As such, Plaintiff and the Class members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

68. Plaintiff and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE EXPENSES

(Violation of (Labor Code § 2802)

69. Plaintiff re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

70. California Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

71. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times Plaintiff and the class members incurred certain expenses for their jobs with Defendants, including but not limited to using their automobiles for work travel, and for using their cell phones to initiate and respond to calls and text messages relating to work inquiries. Such expenses were incurred because of Defendants' requirement that Plaintiff and other class members be on-call, including after work hours, to respond to the needs of the business. Moreover, Defendants required Plaintiff and other class members to perform work errands with their personal automobiles during the Class Period, and Defendants were well aware of the cell phone and auto expenditures because Defendants' managers knew of the use of personal cell phones and use of personal automobiles to run work errands, but failed to have a proper reimbursement policy to compensate Plaintiff and the class members for these expenditures. As such, Defendants failed and refused to indemnify Plaintiff and the class for all of their expenditures in carrying out their duties for Defendants.

72. As a result of Defendants' failure to indemnify Plaintiff and the class members, they have suffered losses according to proof, including prejudgment interest, costs, and attorneys' fees in prosecuting this case.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Violation of Labor Code §§ 2698 and 2699)

73. Plaintiff re-alleges and incorporates by reference as if fully set forth herein, the allegations of the preceding paragraphs.

74. On or about August 7, 2024, Plaintiff Dela Pena provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

75. The LWDA failed to respond to Plaintiff's counsel's correspondence and failed to notify Plaintiff's counsel as to whether it would investigate the allegations contained therein, within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiff has fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

76. Defendants' failure to pay Plaintiff for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, failure to reimburse expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 1174, 1194, 1198, 2802, and IWC Wage Orders.

77. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

78. Defendants committed numerous violations of the California Labor Code and IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the Class and other current and former employees while they were employed by Defendants, including but not limited to:

a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by failing to pay Plaintiff and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum, straight time and overtime wages owed in compliance with California law;

b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiff and the members of the Class by failing to pay for a missed meal or rest period at the regular rate of pay;

c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiff and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum wages owed in compliance with California law;

d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders by failing to pay Plaintiff and the members of the Class, and on information and belief, other current and former employees of Defendants, all wages owed in a timely manner in compliance with California law;

e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by failing to provide Plaintiff and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite meal periods in compliance with California law;

f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by failing to authorize and permit Plaintiff and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite rest periods in compliance with California law;

g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by failing to properly maintain accurate employment time and records, maintain and/or submit accurate itemized wage statements on behalf of Plaintiff, members of the Class, and on information and belief, on behalf of other current and former employees of Defendants as described herein; and

h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by failing to pay Plaintiff, the Class, and on information and belief, other current and former employees of Defendants as described herein;

i. Defendants violated Labor Code § 2802 and/or the IWC Wage Orders by failing to pay Plaintiff and other members of the Class all of their reasonable and necessary expenses.

79. Pursuant to Labor Code § 2699, Plaintiff, members of the Class, and all other

aggrieved current and former employees seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the California Labor Code and applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 2699, and IWC Wage Orders. Plaintiff and aggrieved current and former employees further seek and award of reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

1. That the Court determines this action may be maintained as a class action;

As to the First Cause of Action:

2. For an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

3. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendants by means of the unfair practices complained of herein. Plaintiff seeks, on behalf of the putative class, the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 201, 202, 510, and 1194, and interest, and attorneys' fees as a result of the unfair business practices;

4. For an order finding and declaring that Defendant's acts and practices as challenged herein are unlawful, unfair, and/or fraudulent;

5. For an accounting, under the administration of Plaintiff and subject to court supervision, to determine the amount to be returned by Defendants and the amounts to be refunded to members who are or were not paid all their wages due to Defendants' unfair business practices;

6. For the creation of an administrative process wherein each injured current and former employee receives his or her back wages in the form of overtime pay or alternatively

that each current or former eligible employee may submit a claim in order to receive his/her money;

7. For an order requiring Defendants to make full restitution and payment pursuant to B&PC Sections 17200, et seq.;

8. For all other appropriate declaratory and equitable relief;

9. For pre-judgment interest to the extent permitted by law;

10. For an order requiring Defendants to identify, by name, address, and telephone number of each person who worked as an hourly non-exempt employee for Defendants from four (4) years before the filing of the original complaint in this action through the time of judgment;

11. For an order imposing all civil and statutory penalties provided by law.

As to the Second Cause of Action:

12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable attorneys' fees;

14. For an order imposing all civil and statutory penalties provided by law.

As to the Third Cause of Action:

15. For waiting for time penalties for all former employees not timely paying their last paycheck, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

As to the Fourth Cause of Action:

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Fifth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged, and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged, and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

26. For recovery of all necessary expenditures or losses incurred by Plaintiff and the class members, according to proof;

27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c).

As to the Eighth Cause of Action:

29. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

30. For an order imposing all civil and statutory penalties provided by law;

31. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

32. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

33. For reasonable costs incurred;

34. For such other and further relief as this Court may deem just and proper.

Dated: December 27, 2024

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Rex J. Phillips
Attorneys for Plaintiff Eugene Dela Pena and all other similarly situated employees

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: December 27, 2024 BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Rex J. Phillips
Attorneys for Plaintiff Eugene Dela Pena and all other similarly situated employees

EXHIBIT D

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

Eugene Dela Pena v. Renal Advantage, Inc.

Case No. 3:24-cv-08649-JD

The United States District Court, Northern District 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.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Renal Advantage Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Eugene Dela Pena ("Plaintiff") and seeks payment of (1) past due wages and other relief for a class of all current and former employees ("Class Members") who worked for Defendant during the Class Period (October 15, 2020 to [the date of preliminary approval]); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current and former employees who worked for Defendant during the PAGA Period (May 26, 2022 to [the date of preliminary approval]) ("Aggrieved Employees").

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiff's claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_ (less withholding) and your Individual PAGA Payment is estimated to be $______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked ______ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

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 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires

Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a 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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

(3) **Object to the Class Settlement**. You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense.

Defendant 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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	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 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 **F** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **G** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. 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. See Section **H** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ______________**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See Section **D** of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws, including by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks, failure to reimburse expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay Two Million Four Hundred Fifteen Thousand Dollars ($2,415,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than 14 days after the Judgment is entered by the Court and becomes final. The Judgment will be final on the day after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

    a. Up to Six Hundred Three Thousand Seven Hundred Fifty Dollars ($603,750.00) (25% of the Gross Settlement) to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars ($20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to Five Thousand Dollars ($5,000.00) to Plaintiff as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Enhancement Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    c. Up to Seventeen Thousand Nine Hundred Fifty Dollars ($17,950.00) to the Administrator for services administering the Settlement.

    d. Up to One Hundred Thousand Dollars ($100,000.00) for PAGA Penalties, allocated 65% to the LWDA PAGA Payment ($65,000.00) and 35% in

Individual PAGA Payments ($35,000.00) to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 40% of each Individual Class Payment to taxable wages ("Wage Portion") and 60% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments 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 monies will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member, which monies may then be claimed by a Class Member through the California Controller's Unclaimed Property Fund, at www.claimit.ca.gov.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE],** that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval.</u> 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. <u>Administrator.</u> The Court has appointed a neutral company, **[INSERT]** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section I of this Notice.

9. <u>Participating Class Members' Release.</u> After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

> All Participating Class Members fully release Renal Advantage, Inc., and the Released Parties from any and all claims that have been or reasonably could have been alleged or asserted in the Operative Complaint in the Action and in any notices sent to the LWDA, based on facts alleged in the Action, that accrued during the Class Period. This release includes, without limitation, release of all claims for (i) alleged failure to pay or properly calculate wages of any form, including failure to pay or properly calculate minimum wage, claims for failure to pay all wages due to Covid-19 temperature checks and other off-the-clock activities, claims for failure to pay or properly calculate overtime, claims for failure to pay or properly calculate sick pay, and claims for failure to pay or properly calculate any other wage, including timely paying wages, in violation of Cal. Lab. Code §§ 204, 510, 1194, and 1198; (ii) alleged failure to timely pay wages due at end of employment in violation of Cal. Labor Code §§ 200 *et seq.*; (iii) alleged failure to provide accurate itemized wage statements under Cal. Lab. Code § 226 and maintain accurate employment records; (iv) alleged failure to pay, properly calculate or provide meal periods or meal period premiums in violation of Cal. Lab. Code §§ 226.7 and 512; (v) alleged failure to pay, properly calculate or provide rest periods or rest period premiums in violation of Cal. Lab. Code § 226.7; (vi) alleged failure to reimburse expenses in violation of Cal. Lab. Code § 2802; and (vii) unfair competition based upon any of the foregoing, and claims under California

Business and Professions Code sections 17200 et seq.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes):

Aggrieved Employees fully release Defendant and the Released Parties from any and all claims for PAGA penalties that have been or reasonably could have been alleged or asserted in the Operative Complaint in the Action and in any notices sent to the LWDA, based on the facts and claims alleged in the Action, that accrued during the PAGA Period (the "PAGA Release"). This includes, without limitation, a release of PAGA penalties for all claims listed in Paragraph 9 above. It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $35,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, telephone number or email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (name, address, telephone number or email address). **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Eugene Dela Pena v. Renal Advantage, Inc., Case No. 3:24-cv-08649-JD), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, and (c) be filed or postmarked on or before **[DATE]**.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[DATE]** at **[TIME]** in Courtroom 11, 19th Floor, of the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross

Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www.[**ADMINISTRATOR WEBSITE**].com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also call or email class counsel using the contact information listed below.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
whaines@uelglaw.com
Peggy Reali, Esq.
preali@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money, except for money that has been sent to the California Controller's Unclaimed Property Fund in your name, which may then be claimed through the California Controller's Unclaimed Property Fund, at www.claimit.ca.gov.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT E

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

LORRAINE WALTERS, JENNIFER THORNTON, AMPARITO DOMINGUEZ, TAMERIA HARTLEY, MARIEL JINN GARCIA, MARINA MARTINEZ, TWINKLE TUTTLE, MARIA SALDANA JONES, EUNICE LEON, OSVALDO LEON, ELIZABETH HARBERT, KYLE C. BURKARDT, and CATALINA ROSALES, as individuals, on behalf of themselves and on behalf of all persons similarly situated, Plaintiffs, vs. TOTAL RENAL CARE, INC., DAVITA, INC., RENAL TREATMENT CENTERS–CALIFORNIA, INC., DVA RENAL HEALTHCARE, INC., DAVITA HEALTHCARE PARTNERS, INC., VILLAGEHEALTH DM, LLC, AND PATIENT PATHWAYS, LLC; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 34-2022-00319163-CU-OE-GDS** **~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT** Hearing Date: August 22, 2025 Hearing Time: 9:00 a.m. Judge: Hon. Lauri A. Damrell Dept: 22 Date Filed: May 2, 2022 Trial Date: Not set

The unopposed motion of 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") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with 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"), and the expenses of the Administrator and the motion for attorneys' fees, expenses and service awards duly came on for hearing on August 22, 2025 before the Honorable Lauri A. Damrell.

I.

FINDINGS

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

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Sacramento, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Seven Million Four Hundred Thousand Dollars ($7,400,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

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

Notice to the Class

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

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

Fairness of the Settlement

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

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

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

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

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

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

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

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

PAGA Penalties

11. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount of $150,000, which shall be allocated $112,500 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $37,500 to be distributed to the Aggrieved Employees and

allocated 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" are 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). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalty to be reasonable.

Administration Expenses Payment

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

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

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

Class Representative Service Payments

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

II.

ORDERS

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

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

> 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.

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

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. The Court finds that Lillie Wong and Justine Santos submitted valid requests for exclusion.

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

18. Class Counsel are awarded attorneys' fees in the amount of $2,466,666.00 and costs in the amount of $66,831.02. 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, 16% to Elkin Gamboa, LLP and Kyle Todd, PC, 5% to James Hawkins APLC, and 6% to JCL Law Firm, APC and Zakay Law Group, APLC. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

19. The payment of Class Representative Service Payments in the amount of $10,000.00 each to the Plaintiffs is approved.

20. The payment of $95,340.00 to the Administrator for its fees and expenses is approved.

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

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

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

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

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall

revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

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

29. 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:

(a) 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 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.

(b) 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, 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.

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

30. For any Class Member or Aggrieved Employee 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).

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

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

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

Dated: 8/22/25

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