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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SONOMA**
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11 ALICIA RANILLO, individually and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 v.

15 ENSIGN SONOMA LLC, a California limited
16 liability company, and DOE 1 through and
including DOE 100,

17 Defendants.
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Case No. SCV258369

**[PROPOSED] ORDER GRANTING
CONDITIONAL CLASS CERTIFICATION
AND PRELIMINARY APPROVAL OF
CLASS-ACTION SETTLEMENT**

Assigned to Hon. Patrick M. Broderick

1 Plaintiff Alicia Ranillo's Motion for Conditional Class Certification and Preliminary Approval of
2 Class-Action Settlement came on for hearing in Courtroom 16 of the above-captioned Court on
3 _____.¹ Having read the Motion and all papers filed in connection therewith, and
4 having considered the arguments made in connection therewith, the Court finds that the proposed
5 Settlement appears to be fair, reasonable, and adequate; and that a Final Approval Hearing should be
6 held after Notice of the Settlement is disseminated, in order to finally determine whether the Settlement
7 is fair, reasonable, and adequate. Pursuant to section 382 of the California Code of Civil Procedure and
8 to rule 3.760 *et seq.* of the California Rules of Court, **IT THEREFORE IS ORDERED AS**
9 **FOLLOWS:**

10 1. The Motion is granted. For the purpose of the Settlement only, the Court finds that
11 certification of the Class is appropriate because (a) the Class is ascertainable and sufficiently numerous,
12 (b) a well-defined community of interest exists, and (c) there are substantial benefits from certification
13 that render proceeding on a class-wide basis superior to any alternatives. Furthermore, the Court finds
14 that (a) the terms of the Settlement appear to be fair and reasonable to the Class when balanced against
15 the probable outcome of further litigation relating to class certification, liability and damage issues, and
16 potential appeals; (b) Class Counsel is experienced in wage-and-hour class-action litigation; (c)
17 significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff
18 and Defendant to reasonably evaluate one another's positions; (d) approving the Settlement will avoid
19 the substantial costs, delay, and risks that would be presented by further litigation; and (e) the terms of
20 the Settlement were the result of intensive, serious, and non-collusive negotiations between Plaintiff and
21 Defendant, including a private mediation. Accordingly, the Court preliminarily finds that the Settlement
22 falls within the range of possible approval and therefore meets the requirements for preliminary
23 approval.

24 2. The Court conditionally certifies the following Class for the purpose of the Settlement
25 only: all individuals Defendant employed (1) as a Licensed Vocational Nurse between February 8, 2012
26 _____

27 ¹ Unless otherwise noted, all capitalized terms used herein have the meanings set forth in the Joint
28 Stipulation of Class Action Settlement, attached as **Exhibit 1** to the Declaration of David S. Harris in
Support of Motion for Conditional Class Certification and Preliminary Approval of Class-Action
Settlement.

1 through the Preliminary Approval Date; or (2) as a non-exempt hourly employee hired on or before
2 August 31, 2013 through Preliminary Approval.

3 3. The Court conditionally appoints David S. Harris as Class Counsel.

4 4. The Court conditionally appoints Alicia Ranillo as the Class Representative.

5 5. The Court conditionally appoints CPT Group as the Claims Administrator.

6 6. The Court conditionally approves, as to form and content, the Notice contemplated by the
7 Settlement. The Court finds that the Notice and the notification procedures contemplated by the
8 Settlement constitute the best notice practicable under the circumstances, and that the Notice and the
9 notification procedures contemplated by the Settlement are in full compliance with the laws of the State
10 of California, the laws of the United States (to the extent applicable), and the requirements of due
11 process. The Court further finds that the Notice appears to fully and accurately inform Class Members
12 of all material terms of the Settlement, including the manner in which Individual Settlement Payments
13 will be calculated; the right to request, and procedure for requesting, exclusion from the Settlement
14 Class; and the right to object, and procedure for objecting, to the Settlement.

15 7. Because the Settlement is within the range of possible final approval, the Court adopts
16 and incorporates the provisions of the Settlement, including, but not limited to, the dates for
17 performance contemplated by the Settlement. Those dates include the following:

18 a. No later than twenty (20) calendar days after the Preliminary Approval Date, the
19 Claims Administrator shall mail Notice, settlement allocation form and request for exclusion form to the
20 Class Members. Settlement Class Members do not need to submit any claim forms to receive their
21 respective individual Settlement Payments.

22 b. Class Members shall have until forty-five (45) calendar days after the Claims
23 Administrator mails Notice to submit requests for exclusion to the Claims Administrator. To be
24 considered a valid request for exclusion, the Class Member must submit a signed Opt-Out Form to the
25 Claims Administrator that is signed and postmarked no later than forty-five (45) calendar days after
26 Claims Administrator mails out the Notice. Any Class Member who validly requests to be excluded will
27 not be entitled to any recovery under the Settlement; will not be bound by the terms of the Settlement;
28 and will not have any right to object to, appeal from, or comment on the Settlement.

1 c. Class Members shall have until forty-five (45) calendar days after the Claims
2 Administrator mails Notice to submit written objections to the Claims Administrator. To object, a Class
3 Member must: (1) provide written notice to the Parties and their counsel of any intent to appear at the
4 Final Approval Hearing; (2) file with the Superior Court of California for the County of Sonoma,
5 located at located at 3055 Cleveland Avenue, Santa Rosa, CA 95403, Department 16, a written objection
6 and any supporting documents; and (3) send copies of the documents submitted to the Court to the
7 Parties and their counsel at the addresses listed in this Notice of Class Action Settlement at least ten (10)
8 calendar days before the Final Approval Hearing.

9 d. The Final Approval Hearing will be held on _____, at
10 _____ a.m. in Courtroom 16 of the above-captioned Court. Plaintiff shall file a motion for final
11 approval no later than 14 calendar days before the Final Approval Hearing. Plaintiff also shall file a
12 motion for approval of any Attorneys' Fees and Costs, as well as any Class Representative
13 Enhancement, no later than 14 calendar days before the Final Approval Hearing, to be heard at the same
14 time as the Motion for Final Approval.

15 8. Other than the proceedings contemplated herein, all discovery and other proceedings in
16 the Action are stayed and suspended until further order of the Court.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

20 Hon. Patrick M. Broderick
21 *Judge of the Superior Court*
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1 **PROOF OF SERVICE**

2 I, J. Michael Solano, am over the age of eighteen years, and not a party to the within action. My
3 business address is North Bay Law Group, 116 E. Blithedale Avenue, Suite 2, Mill Valley, California
94941.

4 On January 22, 2019, I, J. Michael Solano, served the within document(s):

5 **[PROPOSED] ORDER GRANTING CONDITIONAL CLASS CERTIFICATION AND**
6 **PRELIMINARY APPROVAL OF CLASS-ACTION SETTLEMENT**

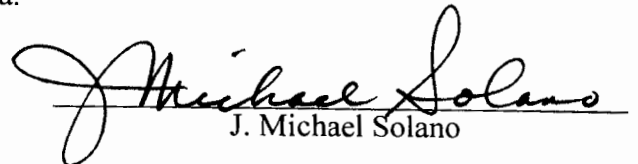
7 I caused such document to be delivered by regular mail:

8 I am readily familiar with the Firm's practice of collection and processing correspondence for mailing.
9 Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day
with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

10 Julie Trotter
11 Delavan Dixon
12 CALL & JENSEN
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660

13 I declare under penalty of perjury that the above is true and correct.

14 Executed on January 22, 2019, at Mill Valley, California.

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16 J. Michael Solano
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