

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

MAR 15 2019

BY

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

ALICIA RANILLO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

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

Defendants.

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 March
3 15, 2019.¹ Having read the Motion and all papers filed in connection therewith, and having considered
4 the arguments made in connection therewith, the Court finds that the proposed Settlement appears to be
5 fair, reasonable, and adequate; and that a Final Approval Hearing should be held after notice of the
6 Settlement is disseminated, in order to finally determine whether the Settlement is fair, reasonable, and
7 adequate. Pursuant to section 382 of the California Code of Civil Procedure and to rule 3.760 *et seq.* of
8 the California Rules of Court, **IT THEREFORE IS ORDERED AS FOLLOWS:**

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

23 2. The Court conditionally certifies the following Class for the purpose of the Settlement
24 only: all individuals Defendant employed (1) as a Licensed Vocational Nurse between February 8, 2012
25 through the Preliminary Approval Date; or (2) as a non-exempt hourly employee hired on or before
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 August 31, 2013 through Preliminary Approval.

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

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

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

5 6. The Court conditionally approves, as to form and content, the notice contemplated by the
6 Settlement. Attached hereto as **Exhibit 1** is copy of the approved notice packet, which includes all of
7 the following documents: (a) Summary of Proposed Class Action Settlement, (b) Notice of Class Action
8 Settlement, (c) Settlement Allocation Form, and (d) Opt-Out Form (hereinafter the four documents are
9 collectively referred to as the "Notice"). The Court finds that the Notice and the notification procedures
10 contemplated by the Settlement constitute the best notice practicable under the circumstances, and that
11 the Notice and the notification procedures contemplated by the Settlement are in full compliance with
12 the laws of the State of California, the laws of the United States (to the extent applicable), and the
13 requirements of due process. The Court further finds that the Notice appears to fully and accurately
14 inform Class Members of all material terms of the Settlement, including the manner in which Individual
15 Settlement Payments will be calculated; the right to request, and procedure for requesting exclusion
16 from the Settlement Class; and the right to object, and procedure for objecting, to the Settlement.

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

20 a. No later than twenty (20) calendar days after the Preliminary Approval Date, the
21 Claims Administrator shall mail the Notice to the Class Members. Settlement Class Members do not
22 need to submit any claim forms to receive their respective individual Settlement Payments.

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

1 and will not have any right to object to, appeal from, or comment on the Settlement.

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

10 d. The Final Approval Hearing will be held on 6.14.2019, at
11 9 a.m. in Courtroom 16 of the above-captioned Court. Plaintiff shall file a motion for final
12 approval no later than 14 calendar days before the Final Approval Hearing. Plaintiff also shall file a
13 motion for approval of any Attorneys' Fees and Costs, as well as any Class Representative
14 Enhancement, no later than 14 calendar days before the Final Approval Hearing, to be heard at the same
15 time as the Motion for Final Approval.

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

18 **IT IS SO ORDERED.**

19
20 Dated: 3.15.19

Patrick Broderick
Hon. Patrick M. Broderick
Judge of the Superior Court

21
22
23 9. Plaintiff is to provide the
24 notice of this order and preliminary
25 approval along with the date, time and
26 location of the hearing on final
27 approval, to the Labor and Workforce
28 Development Agency (LWDA) as
Plaintiff's attorney ~~request~~ represented
at the original hearing.

EXHIBIT 1

SUMMARY OF PROPOSED CLASS ACTION SETTLEMENT

Alicia Ranillo v. Ensign Sonoma LLC
Sonoma County Superior Court, Case No. SCV258369

A proposed class-action settlement (“Settlement”) has been reached between Plaintiff Alicia Ranillo (“Plaintiff”) and Defendant Ensign Sonoma LLC (“Defendant”) in the above-referenced action. The Settlement seeks to resolve a class-action lawsuit claiming that Defendant violated various California wage and hour laws, including:

- *Failure to pay proper minimum-wage and overtime compensation;*
- *Failure to provide proper meal and rest periods;*
- *Failure to provide proper itemized pay stubs; and*
- *Failure to timely pay all earned wages to terminated employees.*

1. WHAT ARE MY LEGAL RIGHTS AND OPTIONS UNDER THIS PROPOSED SETTLEMENT?

PARTICIPATE	To receive a cash payment from the Settlement, you do not need to do anything. A check will be sent to you if the Court approves the Settlement. By participating in the Settlement, you will give up your rights to make the claims above, or any related claims, against Defendant.
EXCLUDE YOURSELF	Receive no payment from the Settlement but keep all of your rights against Defendant The only way for you to retain your rights to bring your own legal action against Defendant involving claims that are the same as, or similar to, the ones in this case is to fill out and return the enclosed “Opt-Out Form” to the Claims Administrator postmarked no later than [+45 days from mailing].
OBJECT	Tell the Court why you don’t approve of this Settlement. If you wish to object to the Settlement, you must not exclude yourself from the Settlement, and you must submit to the Claims Administrator your written objection and supporting papers postmarked no later than [+45 days from mailing].

2. WHAT DOES THE SETTLEMENT PROVIDE?

Under the terms of the Settlement, Defendant agrees to pay a total settlement amount of \$135,000.00. Deducted from the total settlement amount will be amounts approved by the Court for attorneys' fees (not to exceed \$45,000, *i.e.*, one-third of the total settlement amount); attorneys' actual costs as approved by the Court (not to exceed \$6,000.00); a Class Representative Service Award to Plaintiff for her service as the Class Representative (not to exceed \$5,000.00) as approved by the Court; a \$1,875.00 payment to the California Labor and Workforce Development Agency for civil penalties under the California Private Attorneys General Act; and the fees and expenses of the Claims Administrator (not to exceed \$8,000). The total Court-awarded deductions from the total settlement amount will result in a Net Settlement Fund of approximately \$69,125.00, which will be used for payments to those employees who do not exclude themselves from the Settlement. The amount you will receive if you choose to participate in the Settlement is set forth on the attached document entitled "Settlement Allocation Form."

3. WHERE AND WHEN IS THE FINAL HEARING ON THE PROPOSED SETTLEMENT?

The final hearing as to whether the Court should approve the proposed Settlement is taking place on **[Fill in hearing date]** at 9:00 A.M., however, you need not appear in order to receive a settlement payment.

The hearing will take place in Department 16 of the Sonoma County Superior Court, which is located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, California 95403.

4. DO I HAVE A LAWYER IN THIS CASE?

Yes, the following lawyer has been appointed to represent the Class:

David S. Harris
North Bay Law Group
116 E. Blithedale Avenue, Suite 2
Mill Valley, California 94941
Telephone: 415.388.8788
Facsimile: 415.388.8770

In addition, here is the address for the Court:

Superior Court of Sonoma County
3035 Cleveland Avenue, Suite 200
Santa Rosa, California 95403

NOTICE OF CLASS ACTION SETTLEMENT

*Alicia Ranillo v. Ensign Sonoma LLC
Sonoma County Superior Court, Case No. SCV259360*

The Sonoma County Superior Court permitted this notice.

If you are or were employed by Ensign Sonoma LLC (“Defendant”) at any time between February 8, 2012 through [ENTER DATE OF PRELIMINARY APPROVAL] as either (1) a Licensed Vocational Nurse (“LVN”); or (2) a non-exempt hourly employee *and* were hired on or before August 31, 2013, you are entitled to participate in a class action settlement.

PLEASE NOTE YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

WHAT IS IN THIS NOTICE?

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1. Why Should You Read This Notice?

This Notice of Class Action Settlement (the "Notice") explains your right to share in a class action settlement or to "opt-out" of the class action settlement. Pursuant to a Joint Stipulation of Class Action Settlement submitted by the Parties to this Action, the Sonoma County Superior Court has ordered that you receive this Notice.

You have received this Notice because records indicate that you have been employed by Defendant sometime between February 8, 2012 and [ENTER DATE OF PRELIMINARY APPROVAL] as either (1) a Licensed Vocational Nurse ("LVN"); or (2) a non-exempt hourly employee *and* you were hired on or before August 31, 2013. The settlement will resolve all claims alleged by the putative Class Members during the Class Period.

The Court will hold a Final Approval Hearing concerning the proposed Class Action Settlement on [INSERT DATE], in Department 16 of the Superior Court of California for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, CA 95403.

2. Definitions.

1. "Action" means the above captioned lawsuit, identified as *Alicia Ranillo v. Ensign Sonoma LLC*, filed on February 8, 2016.
2. "Claims Administrator" means CPT Group.
3. "Class" means everyone employed by Defendant between February 8, 2012 through [DATE OF PRELIMINARY APPROVAL] as either (1) a LVN; or (2) a non-exempt hourly employee who was hired on or before August 31, 2013. Counsel for Defendant estimate that the Class approximately numbers 172 persons.
4. "Class Counsel" means David S. Harris of the North Bay Law Group.
5. "Class Member" means each person who is a member of the Class defined above.
6. "Class Period" means the time period from February 8, 2012 through [ENTER DATE OF PRELIMINARY APPROVAL].
7. "Class Representative" means Alicia Ranillo.
8. "Class Representative's Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Defendant Releasees (as defined below), to the fullest extent permissible by law, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, pled or that could have been pled, and whether anticipated or unanticipated, including all unknown claims covered by Civil Code section 1542, as quoted in Section 6.7.3 below, by Class Representative, arising at any time up to and including the date on which the Court enters the Order of Final Approval, for any type of relief, including without limitation claims for wages, pay, unreimbursed expenses, damages, unpaid costs, penalties (including waiting time penalties), premium pay, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Class Representative's Released Claims include, but are not limited to, the Released Claims as well as any other

claims under any provision of the Fair Labor Standards Act, the California Labor Code, California's Private Attorneys General Act, Labor Code section 2698 et seq., any applicable California Industrial Welfare Commission Wage Orders, and claims under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940 et seq., the Unruh Civil Rights Act, California Civil Code section 51 et seq., the California Constitution, the California Business and Professions Code, the United States Constitution, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq., the Family and Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., and all of their implementing regulations and interpretive guidelines.

9. "Complaint" means the Second Amended Complaint, which is the operative complaint in the Action and was filed on June 30, 2016.
10. "Court" shall mean the Superior Court for the State of California for the County of Sonoma.
11. "Defendant" means Ensign Sonoma LLC.
12. "Defendant Releasees" means the Defendant, and each of its past, present and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, successor companies, subsidiaries, affiliates, divisions, predecessors, successors and/or assigns.
13. "Defendant's Counsel" means Julie R. Trotter and Delavan J. Dickson of Call & Jensen, APC.
14. "Effective Date" means the date on which the Court grants final approval of the Agreement if (a) no Class Member filed objections to the Settlement, or (b) any Class Member files an objection, but it is subsequently withdrawn. However, if an objection is filed and an appeal or other appellate proceeding is initiated, the Effective Date shall be the date sixty (60) days after the date upon which the Court grants final approval of the Agreement if within this time no notice of appeal is filed by the objector; or if a timely appeal is initiated by an objector, the Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari) resulting in the final judicial approval of the Agreement. Notwithstanding the foregoing, any proceeding, order or appeal pertaining solely to the award of attorneys' fees or costs or Service Payment shall not by itself in any way delay or preclude the final judicial approval of the Agreement.
15. "Final Approval Date" means the date on which the Court enters the Order of Final Approval.
16. "Final Approval Hearing" means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the award of attorneys' fees and costs to Class Counsel; (iii) determining the amount of the Service Payment to Class Representative; (iv) determining the amount of the settlement administration costs; and (v) entering the Judgment.
17. "Final Approval Order" means the final order issued by the Court approving the Settlement pursuant to this Stipulation following the Final Approval Hearing.
18. "Individual Settlement Percentage" means the pro rata share each Class Member will be entitled to receive of the Settlement Distribution Pool.
19. "Gross Settlement Fund" refers to the non-reversionary one-hundred thirty-five thousand dollars

(\$135,000), which, other than the Defendant's share of payroll taxes that will be paid out of separate funds, is the total amount Defendant shall be required to pay under this Agreement. The Gross Settlement Fund shall consist of the following elements: (a) Plaintiff's Attorneys' Fees; (b) Plaintiff's Litigation Expenses; (c) Class Representative Enhancement; (d) Settlement Administration Expenses; (e) the Private Attorneys General Act ("PAGA") Payment; and (e) Net Settlement Fund.

20. "Notice of Settlement" shall mean this document.
21. "PAGA Payment" means the payment of \$2,500, with 25 percent (i.e. \$625) allocated to the Net Settlement Fund, and 75 percent (i.e. \$1,875) payable to the Labor and Workforce Development Agency ("LWDA"), all to be paid from the Gross Settlement Fund. The PAGA Payment is made pursuant to Labor Code Section 2699(i).
22. "Parties" shall mean Class Representative and Defendant, collectively.
23. "Qualified Claimant" means a Class Member who does not timely sign and return a valid Opt-Out Form to the Claims Administrator. Qualified Claimants do not need to submit a Claim Form to receive their settlement shares from the Settlement Distribution Pool.
24. "Released Claims" shall mean any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal period penalties, rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief, accounting, injunctive relief, PAGA penalties, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Litigation. This release shall apply to claims arising at any point during the Settlement Period. However, claims under the Fair Labor Standards Act ("FLSA") shall be released only by those Class Members who negotiate their settlement checks. Class Members who do not negotiate their settlement Checks will not be deemed to have released claims under the FLSA.
25. "Release Period" means the time period from February 8, 2012 through [ENTER DATE OF PRELIMINARY APPROVAL].
26. "Service Payment" means the amount approved by the Court to be paid to Class Representative in recognition of her extensive efforts and time as a Class Representative, and as consideration for a full, general, and comprehensive release, and Civil Code section 1542 waiver of Class Representative's Released Claims. The Service Payment for Class Representative shall not exceed five thousand dollars (\$5,000). Class Representative shall also be eligible to receive a further payment from the Settlement Distribution Pool as a Qualified Claimant.
27. "Settlement Distribution Pool" is the portion of the Gross Settlement Fund available for distribution to Qualified Claimants. It equals the Gross Settlement Fund, less all of the following: (a) Plaintiff's Attorneys' Fees; (b) Plaintiff's Litigation Expenses; (c) Class Representative Enhancement; (d) Settlement Administration Expenses; and (e) 75 percent of the PAGA Payment.
28. "Settlement Documents" shall mean the Notice of Settlement, Settlement Allocation Form, and the Opt-Out Form – all of which are included herein.
29. "Settlement Payment" means the amount each Class Member is entitled to receive pursuant to the terms of this Settlement.

30. "Settling Parties" shall mean Class Representative and Defendant.
31. "Settling Plaintiffs" and/or "Settlement Class" shall mean all Class Members who do not timely send a signed and valid Opt-Out Request to the Claims Administrator.
32. "Stipulation of Settlement" or "Stipulation" or "Settlement" shall mean the Joint Stipulation of Settlement, signed by counsel for the Parties.

3. *What is the Case About?*

The Action was filed on February 8, 2016, and alleges various wage-and-hour-related claims on behalf of Plaintiff and other Class Members against Defendant. The claims include, among other things, claims that Defendant failed to pay minimum wages, failed to pay all overtime wages, failed to provide timely, duty-free meal periods, failed to authorize and permit all duty-free rest periods, failed to pay all wages due following an employee's termination, and failed to provide accurate itemized wage statements. Defendant denies these allegations, and contends that it did not violate the law with respect to the Class in any way.

4. *Background of Settlement.*

The Parties and their attorneys have conducted extensive investigations of the facts and law during the litigation of this longstanding Action, have engaged in substantial formal and informal discovery and negotiations, and have extensively reviewed and analyzed records of the Class, among other things. The Parties and their attorneys have thoroughly analyzed the applicable law as it relates to Class Representative's allegations, the defenses thereto, and the damages claimed by Class Representative. There has been no determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual or legal allegations made against Defendant in the Action.

Class Counsel has diligently pursued an investigation of Class Representative's claims against Defendant. Based on the forgoing data, and on their own independent investigation and evaluation, Class Counsel is of the opinion that settlement with Defendant for the consideration and on the terms set forth in the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of additional delay and uncertainty associated with litigation. In addition to the above, Class Counsel has weighed the monetary benefit under the Settlement to the Class Members against the expenses and length of continued proceedings that would be necessary to prosecute the Action against Defendant through trial and possible appeals.

Thus, Class Representative and Class Counsel engaged in extensive arm's length negotiations with Defendant and its attorneys. The negotiations led to the proposed Settlement. Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.

Defendant, on behalf of itself and the Defendant Releasees, specifically and generally deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class action treatment. Neither the Parties' Stipulation of Settlement, nor any document referred to in it, nor any actions taken pursuant to the Stipulation of Settlement, is or should be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever. There has been no determination by any court as to the merits of the claims asserted by Class Representative against Defendant or as to whether a class should be certified. Nonetheless, Defendant has concluded that further conduct of the Action would be protracted, distracting, and expensive, and

that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in the Stipulation.

5. Who are the Parties in this Class Action?

Alicia Ranillo is the Class Representative in this Action, acting on behalf of herself and on behalf of the Class. Ensign Sonoma LLC is the Defendant.

6. Who are the Attorneys Representing the Parties?

Attorneys for the Plaintiff and Class are:

NORTH BAY LAW GROUP

David S. Harris

116 E. Blithedale Avenue, Suite #2

Mill Valley, CA 94941

Tel: (415) 388-8788

Fax: (415) 388-8770

Attorneys for Defendant are:

CALL & JENSEN

A Professional Corporation

Julie R. Trotter

Delavan J. Dickson

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 717-3000

Fax: (949) 717-3100

7. The Proposed Settlement.

The following is only a summary of the Class Action Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Joint Stipulation of Class Action Settlement, a copy of which is on file with the Court and the Claims Administrator, as well as online at the following: [FILL IN WEBSITE ADDRESS].

Claims Administrator shall determine each individual Class Member's pro rata share of the Settlement Distribution Pool as follows:

Each Settlement Class Member shall be entitled to a portion of the Net Settlement Fund based upon a weighted point system which will, in turn, be based upon the number of workweeks the Settlement Class Member met the criteria for inclusion in the Settlement Class. Class Members shall be awarded one point for each work week from February 8, 2012 through [Date of Preliminary Approval Date]. Class Members who no longer are employed by Defendant as of the Preliminary Approval Date shall be awarded an additional 2 points as compensation for California Labor Code Section 203 penalties. Each Class Member shall receive payment of a pro rata portion of the total combined points of all the Settlement Class Members. By way of example, if the Net Settlement Fund is \$100,000, and there are a total of 50,000 points between all Settlement Class Members, and Class Member "A" is awarded 200 points, Class Member A's portion of the Net Settlement Fund would be \$1,200 [$\$100,000 \div 50,000 \text{ points} \times 200 \text{ points} = \400].

The Parties recognize that the Settlement Payments to be paid to Class Members reflect settlement of a dispute over claimed wages, penalties, and interest. Except for the Class Representative Service Payment described above, all Settlement Payments to Qualified Claimants are allocated as follows: twenty-five percent of the payments to Class Members shall be classified as unpaid wages, and seventy-five percent of the payments to

Class Members shall be classified as interest and penalties.

Qualified Claimants will be responsible for paying all other local, state, and federal taxes due on their Settlement Payments. The Claims Administrator shall make appropriate tax deductions and withholdings from each Settlement Payment allocated as unpaid wages, and pay the employer portion of the taxes and withholdings. Other than as set forth above, the Claims Administrator will not make any deductions, withholdings, or additional payments, including, without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the payments to Qualified Claimants and/or the Class Representative, and entry of the Order of Final Approval by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.

Upon Final Approval, each Settling Plaintiff shall be deemed to have fully, finally, and forever released the Defendant Releasees from all Released Claims that accrued or accrue during the Release Period.

8. *What are My Rights? How Will My Rights Be Affected?*

A. Receiving Your Share of the Settlement Proceeds:

All Qualified Claimants will automatically recover their Settlement Payments, and do not need to submit a Claim Form.

IF YOU ARE CURRENTLY EMPLOYED BY DEFENDANT, YOUR PARTICIPATION IN THE SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

B. To Request Exclusion from the Class Action and Settlement

You may request exclusion from the Action and the Settlement if you comply with the following opt-out procedures: to opt out, you must submit a signed Opt-Out Form to the Claims Administrator **that is signed and postmarked no later than [INSERT], 2019, and received by the Claims Administrator. Members of the Settlement Class who elect to opt out of the Settlement will not receive any monetary payment under the Settlement, nor will they be considered to have released their claims against Defendant.** The Judgment following final approval by the Court will bind all members of the Settlement Class, including those who failed to timely submit an Opt-Out Form.

C. To Object to Class Action Settlement

Any Class Member who does not opt out of the Settlement, but nonetheless desires to object to the proposed Settlement, will have forty-five (45) calendar days from the date of mailing the Settlement Documents within which to file an objection to the Settlement. Only Class Members who have not submitted an Opt-Out Form may object to the Settlement.

To object, a Class Member must: (1) provide written notice to the Parties and their counsel of any intent to appear at the Final Approval Hearing; (2) file with the Superior Court of California for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, CA 95403, Department 16, a written objection and any supporting documents; and (3) send copies of the documents submitted to the Court to the Parties and their counsel at the addresses listed in this Notice of Class Action Settlement at least ten (10) calendar days before the Final Approval Hearing.

Any member of the Settlement Class, including those who failed to timely submit an Opt-Out Form, who fails to make and serve his or her written objections and/or notice of intention to appear within the time and in the manner provided above will be deemed to have waived such objections, and will be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

If the proposed Settlement is approved by the Court, the Court will issue a Final Approval Order that will resolve the Released Claims to the extent provided in the Stipulation, and will permanently bar all members of the Settlement Class, including those who failed to timely submit Opt-Out Forms, from prosecuting any and all Released Claims against the Defendants.

If the Settlement is approved, you will receive compensation, and will be forever barred from asserting any of the Released Claims described above.

9. *How Will The Attorneys for the Class be Paid?*

The attorneys for the Class Representative and Settlement Class will be paid from the Gross Settlement Fund. The attorneys will ask for \$45,000 in attorneys' fees, as well as actual litigation costs incurred (in an amount not to exceed \$10,000), and the actual amount to be paid for these fees and costs will be determined by the Court. If approved by the Court, a Service Payment for the Class Representative of an amount up to \$5,000 will be paid from the Gross Settlement Fund for his service to the Settlement Class.

10. *Notice of Hearing on Final Approval and Objections to Class Action Settlement.*

You are hereby notified that a Final Approval Hearing will be held on [INSERT DATE], before Department 16 of the Superior Court of California for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, CA 95403, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct.

Any member of the Settlement Class who: (1) who has not submitted a valid Opt-Out Form; (2) who objects to the proposed Settlement; and (3) who has followed the procedure set forth in Section 8 above may appear in person or through counsel at the Final Approval Hearing. No person will be heard or entitled to object, and no papers or briefs submitted by any such person will be received or considered by the Court unless, at least ten (10) calendar days before the Final Approval Hearing, he or she files with the Court, at the address indicated above, written notice of intention to appear at the hearing on final approval, together with copies of all papers and briefs proposed to be submitted to the Court at the hearing, and serves copies of them by mail or other lawful means on the attorneys listed at the addresses above by [OBJECTION DEADLINE DATE].

Any member of the Settlement Class, including those who failed to timely submit an Opt-Out Form, who does not make and serve his or her written objections within the time and in the manner provided above will be deemed to have waived such objections and will be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

Any member of the Settlement Class who is satisfied with the Settlement need not appear at the hearing.

11. *Examination of Papers and Inquiries.*

The foregoing is only a summary of the Action and the proposed Settlement, and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Stipulation of Settlement, and other papers filed in the Action, which may be inspected during regular business hours.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Claims Administrator at (---) -----. Please refer to the *Alicia Ranillo v. Ensign Sonoma LLC* Class Action Settlement. Additionally documents, pleadings and information regarding the settlement can be found online at [FILL IN WEBSITE]

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

PLEASE DO NOT CONTACT THE DEFENDANT OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

SETTLEMENT ALLOCATION FORM

Alicia Ranillo v. Ensign Sonoma LLC
Sonoma County Superior Court, Case No. SCV258369

Based on employment records provided to date, it appears you worked from _____ to _____ during the Class Period for Ensign Sonoma LLC. As such, **IF ALL CLASS MEMBERS JOIN THE SETTLEMENT AND THE COURT APPROVES IT, YOUR ESTIMATED SETTLEMENT PAYMENT WOULD BE _____.**

QUESTIONS

If you have questions or believe your work period during the Class Period stated above is incorrect, please call or write to the Class Administrator at (---) ----- or [INSERT ADDRESS WITH ATTN:]. Any disputes regarding your periods of employment noted above must be made to the Claims administrator by [45 DAYS FROM MAILING OF NOTICE].

Moreover, to the extent you would like to update your name, address, and/or telephone information, please complete that information below and return this form to the Claims Administrator. However, if your information is accurate, there is no need to return this form to the Claims Administrator.

BY SIGNING BELOW, I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PERSON WHOSE NAME AND LAST FOUR DIGIST OF MY SOCIAL SECURITY NUMBER APPEAR BELOW, AND THAT THE FOREGOING IS TRUE AND ACCURATE.

X _____
(Signature of Claimant)

Date

(Print Name Clearly)

Last 4 Digits of Social Security Number

(Street Address)

☐ CHECK IF NEW ADDRESS

(City / State / Zip Code)

(Telephone Number)

OPT-OUT FORM

Alicia Ranillo v. Ensign Sonoma LLC
Sonoma County Superior Court, Case No. SCV258369

I have received the Notice of Class Action Settlement in *Alicia Ranillo v. Ensign Sonoma LLC*, Sonoma County Superior Court, Case No. SCV258369. I hereby request to opt-out from this class action lawsuit. I understand that because of this request, I will not receive any settlement payment.

BY SIGNING BELOW, I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PERSON WHOSE NAME APPEARS BELOW. AND THAT THE FOREGOING IS TRUE AND ACCURATE.

x _____
(Signature)

Date

(Print Name Clearly)

(Street Address)

(City / State / Zip Code)

(Telephone Number)

TO BE EFFECTIVE, THIS OPT-OUT FORM MUST BE MAILED TO THE CLASS ADMINISTRATOR AND POSTMARKED BY _____ [FORTY FIVE (45) DAYS FROM THE DATE OF THE MAILING OF THE NOTICE OF CLASS ACTION SETTLEMENT]