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8 *Attorneys for Plaintiff Alicia Ranillo*

ENDORSED  
FILED

JAN 22 2019

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SONOMA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SONOMA

11  
12 ALICIA RANILLO, individually and on  
13 behalf of all others similarly situated,

14 Plaintiffs,

15 v.

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

19 Defendants.

Case No. SCV258369

**DECLARATION OF DAVID S. HARRIS IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR CONDITIONAL CLASS  
CERTIFICATION AND PRELIMINARY  
APPROVAL OF CLASS-ACTION  
SETTLEMENT**

1 DAVID S. HARRIS declares under penalty of perjury as follows:

2 1. I am a member in good standing of the State Bar of California and the attorney for  
3 Plaintiff Alicia Ranillo ("Plaintiff") in the within action. I make this Declaration on behalf of Plaintiff  
4 and in support of Plaintiff's Motion for Conditional Class Certification and Preliminary Approval of  
5 Class-Action Settlement. If sworn as a witness, I could competently testify to each and every fact set  
6 forth herein from my own personal knowledge.

7 2. I am a graduate of the University of Colorado, Boulder (BS 1994) and the University of  
8 San Francisco School of Law (JD 2001) and a member of the California bar (December 3, 2001). Upon  
9 graduating from the University of San Francisco, School of Law, I joined the litigation group in the Palo  
10 Alto office of Brobeck, Phleger & Harrison LLP, where I worked from October 2001 through February  
11 2003. Thereafter, I joined the litigation group in the San Francisco office of Morgan Lewis & Bockius  
12 LLP, where I worked from February 2003 through July 2006. Thereafter, I founded the North Bay Law  
13 Group, where I have worked for the past twelve years.

14 3. I have extensive experience litigating class actions. I have represented employees in  
15 numerous disputes concerning their receipt of pay in connection with their employment, both in state  
16 and federal courts in California. E.g., Covillo v. Specialty's Café & Bakery, Inc., 2012 U.S. Dist.  
17 LEXIS 114602 (N.D. Cal. 2012) (denial of employer's attempt to enforce arbitration clause in  
18 employment agreements); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal.  
19 2008) (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514  
20 (N.D. Cal. 2008) (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS  
21 78412 (N.D. Cal. 2007) (denial of employer's effort to enforce arbitration clause in employment  
22 agreements). I have also litigated and settled many class actions. E.g., Jacobs v. CSAA Inter Insurance  
23 Bureau, N. D. Cal. Case No. 3:07-CV-00362-MHP (\$1,500,000 settlement of labor-law claims);  
24 Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL (\$4,500,000 settlement of  
25 labor-law claims); Dizon v. Ito, Incorporated, N.D. Cal. Case No. 3:10-CV-00239-JSW (\$2,451,000  
26 settlement of California Labor Code and FLSA claims); In Re Paypal Litigation, N.D. Cal. Case  
27 No..5:02-CV-01227-JF (defense and settlement of class action lawsuit alleging violations of the  
28 Electronic Funds Transfer Act); Bernardino v. Macerich Management Co., Marin Superior Court Case

1 No. CIV-1004645 (\$2,200,000 class action settlement of labor law claims); Jacobs v. Institute of  
2 Reading Dev., Inc., N.D. Cal. Case No. 10-CV-00574-JCS (\$275,000 settlement of California Labor  
3 Code and FLSA claims); Seielstad et al. v. Aegis Senior Communities, LLC, N.D. Cal. Case No. CV-  
4 09-1797 MMC (\$1,000,000 settlement of labor-law wage and hour class action); Escobar v. Whiteside  
5 Construction Corp., N.D. Cal. Case No. CV-08-1120-WHA (\$440,000 class action settlement of labor-  
6 law claims); Wade v. Minatta Transportation Co., N.D. Cal. Case No. CV-10-02796-BZ (\$500,000  
7 settlement of class action wage and hour labor law claims); Perez v. Maid Brigade, Inc., N.D. Cal. Case  
8 No. 3:07-CV-03473-SI (\$90,000 class action settlement of labor-law claims); Blandino v. MCM  
9 Construction, Inc., N.D. Cal. Case No. 12-01729-WHO (\$865,000 class action settlement of labor law  
10 claims); Covillo et al. v. Specialty's Café and Bakery, Inc., N.D. Cal. Case No. 11-CV-00594-DMR  
11 (\$2,000,000 class action settlement of wage and hour labor law claims); Douglas v. Arcadia Health  
12 Services, Inc., N.D. Cal. Case No. CV-11-3552 (\$623,000 class action settlement of labor law claims);  
13 Thio et al. v. Genji LLC et al., N.D. Cal. Case No. 12-CV-05756 (\$1,250,000 class action settlement of  
14 labor law claims); O'Sullivan v. AMN Services, Inc., N.D. Cal. Case No. 3:12-cv-02125-JCS  
15 (\$3,000,000 class action settlement regarding denial of breaks and failure to reimburse business  
16 expenses); Page v. Grand Home Holdings, Inc., N.D. Cal. Case No. 13-CV-02754-NC (\$200,000 class  
17 action settlement of labor law claims); Veurink et al. v Beverly Health and Rehabilitation Services Inc.  
18 et al., Sonoma County Superior Court No. SCV 255496 (\$375,000 class action settlement of wage and  
19 hour claims); Lounibos v. Keypoint Government Solutions, Inc., N.D. Cal. Case No 12-CV-0636 (JST)  
20 (\$240,000 class action settlement of wage and hour claims); McQueen et al. v Odd Fellows Home of  
21 California, Napa County Superior Court Case No C-26-64176 (\$729,700 class action settlement of wage  
22 and hour claims); Castillo v. ADT LLC, E.D. Cal. Case No. 2:15-cv-00383-WBS (\$1,060,000.00 class  
23 action settlement of wage and hour claims); Osorio et al. v Ghiringhelli Specialty Foods, Inc., Solano  
24 County Superior Court Case No. FCS040751 (\$399,000 class action settlement of wage and hour  
25 claims); Brown v. Cheesecake Factory Restaurants, Inc., Marin County Superior Court Case No. CIV  
26 1504091 (\$350,000 class action settlement of paystub claims). The present case, along with a majority  
27 of the foregoing cases, was prosecuted on a contingent-fee basis.

28 4. Attached hereto as Exhibit 1 is a true and correct executed copy of the Joint Stipulation

1 of Class Action Settlement (“Settlement”).

2 5. I have extensive experience researching and arguing claims such as those at issue in this  
3 case, *i.e.*, failure to accurately compute the payment of overtime wages under California law, failure to  
4 provide rest and meal breaks, “continuing wages” under section 203 of the California Labor Code, and  
5 failure to provide accurate wages statements under section 226 of the California Labor Code.

6 6. Between the filing of the case in February 2016 and the parties’ mediation, the parties  
7 engaged in substantial investigation, as well as formal and informal discovery in connection with the  
8 litigation. Defendant Ensign Sonoma LLC (“Defendant”) provided extensive documents and thousands  
9 of pages of documentation and putative class data to Plaintiff and her counsel to review and analyze.  
10 This information included summary employment data for the entire putative class, Defendant’s policies  
11 and documents relevant to the issues in the litigation, and a statistically-significant sampling of full  
12 payroll and hourly punch data for the putative class. Plaintiff’s counsel spent many hours reviewing the  
13 payroll information and documents that had been provided by Defendant in order to analyze the claims  
14 and prepare for mediation. On March 6, 2016, the parties participated in an all-day mediation with an  
15 experienced employment mediator, Hon. Linda Quinn (Ret.) in Irvine, California. A copy of Judge  
16 Quinn’s biography is attached hereto as **Exhibit 2**. With extensive assistance from Judge Quinn the  
17 Parties ultimately reached an arms’ length settlement, which was finalized and memorialized in a long-  
18 form Settlement Agreement fully-executed on November 19, 2018. Plaintiff now submits that  
19 Settlement to the Court for preliminary approval.

20 7. In negotiating the settlement, I have very carefully considered the risks of further  
21 litigation. I have carefully considered the expenses involved in further litigation, the potential recovery  
22 to the Class if the case were fully litigated through trial, and the probability of any recovery for Class  
23 Members being delayed in the event of a successful trial outcome by the taking of an appeal. After a  
24 careful analysis of all the relevant factors, I have formed and now hold the opinion that the terms and  
25 conditions embodied in the settlement are fair, reasonable, and equitable; that they represent a good  
26 result; and that the risks and delay of further litigation likely outweigh the potential benefits that might  
27 be derived from further litigation.

28 8. The Settlement provides that the “Gross Settlement Fund” is \$135,000. (Ex. 1 at ¶ I(9).),

1 which shall cover the Settlement Administration Expenses, the Class Representative Enhancement  
 2 Award, a PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”),  
 3 attorneys’ fees and costs of litigation, all as awarded by the Court. The above-referenced amounts will  
 4 be deducted from the Gross Settlement Fund in order to determine the Net Settlement Fund, which is the  
 5 total amount available for individual Settlement Payments to Class Members who do not opt-out of the  
 6 Settlement. (Ex. 1 at ¶ I(30)). Class Members do not need to submit a claim form in order to receive  
 7 their individual Settlement Payments. Each Settlement Class Member—*i.e.*, each Class Member who  
 8 does not request to be excluded—will receive an individual Settlement Payment automatically, based on  
 9 the number of workweeks that he or she worked from February 8, 2012, through the date of Preliminary  
 10 Approval, relative to the total number of workweeks that all Settlement Class Members worked during  
 11 that period. In accordance with the Settlement, and subject to approval by the Court of the amounts  
 12 below, the undersigned estimates that the average pre-tax Net Settlement Fund that will be available for  
 13 individual Settlement Payments to Class Members will be at least \$395 per Class Member, as set forth  
 14 as follows:

15	\$135,000	Maximum Settlement Amount
16	- (\$45,000)	Attorneys’ Fees
17	- (\$6,000)	Attorneys’ Costs and Expenses (not to exceed)
18	- (\$5,000)	Class Representative Service Award
19	- (\$1,875)	Payment to LWDA for Civil Penalties
20		(75% or \$1,875 to LWDA and 25% or \$625 to Class)
21	- <u>(\$8,000)</u>	Settlement Administration Costs
22	\$69,125	Net Settlement Fund

23 9. As set forth above, the Net Settlement Amount will be shared based on the number of  
 24 workweeks that an individual Settlement Class Member worked from February 8, 2012, through the date  
 25 of Preliminary Approval, relative to the total number of workweeks that all Settlement Class Members  
 26 worked during that period. Each Settlement Class Member’s Notice will include a Notice of Class-  
 27 Action Settlement, which describes the nature of the Action, the definition of the Class, and the class-  
 28 wide claims being settled; explaining that Class Members may object to the Settlement and enter an

1 appearance through an attorney, and that the Court will exclude those Class Members who properly  
2 request exclusion; specifying the time requirements and manner of requesting exclusion, as well as the  
3 binding effect of a class-wide judgment; and setting forth the Released Claims. (See Ex. 1 at Ex. A.) The  
4 Notice packet also will include a Settlement Allocation Form that lists the estimated amount the Class  
5 Member will receive, as well as the dates the Class Member worked during the Class Period, which are  
6 the dates used for computing his or her individual Settlement Payments. (See Ex. 1 at Ex. B.) If a Class  
7 Member believes the information contained on the Settlement Allocation Form is inaccurate, he or she is  
8 permitted—and the Settlement Allocation Form advises him or her—to so inform the Settlement  
9 Administrator. (See Ex. 1 at Ex. B.) Finally, the Notice packet contains an Opt-Out Form the Class  
10 Member can utilize in order to provide notice to the Claims Administrator that the Class Member does  
11 not want to participate in the settlement, is requesting to be excluded and shall not be subject to the  
12 release. (See Ex. 1 at Ex. C.)

13 It is estimated that there will be approximately 175 Class Members. Thus, it is estimated that if  
14 every Class Member participates in the Settlement, on average Class Members will receive an average  
15 pre-tax net payment of approximately \$395 per person (\$69,125 Net Settlement Fund / 175 participating  
16 Class Members). These payments represent a large percentage of the damages at stake in the litigation  
17 and are a reasonable compromise of those claims in light of the potentially dispositive defenses available  
18 to Defendant in this action.

19 10. The parties have obtained quotes from various respectable companies for the  
20 administration of the class action settlement. After reviewing the quotes, the parties recommend that  
21 CPT Group manage the administration of this settlement. Attached as **Exhibit 3** is a copy of CPT  
22 Group's quote for the administration of this matter, as well as detailed breakdown regarding the specific  
23 services being provided. CPT Group has agreed to administer the settlement for an amount not-to-  
24 exceed \$8,000, which includes, without limitation, sending Notice packets to the entire class, creating a  
25 website for Class Members, answering questions from Class Members and administering the individual  
26 Settlement Payments and taxes as set forth in the Settlement Agreement.

27 11. Attached hereto as Exhibit A to the Settlement Agreement is the draft Notice packet that  
28 the parties propose to send to the Class Members ("Notice"). Specifically, the Notice describes the

1 nature of the action, the definition of the Class, an explanation of the class-wide claims being settled; it  
2 explains that Class Members may enter an appearance through an attorney and that the Court will  
3 exclude those Class Members requesting exclusion; and the Notice specifies the time requirements and  
4 manner of requesting exclusion, as well as the binding effect of a class-wide judgment. Furthermore, the  
5 Notice informs Class Members of their right to object to any aspect of the settlement, including the  
6 attorneys' fees and costs to be sought by Class Counsel. The Notice also includes the date, time, and  
7 place of the Final Approval Hearing, as well as information regarding the website address that will be  
8 maintained by the Claims Administrator. This website will include complete copies of the Settlement  
9 Agreement as well as all relevant pleadings in this case, including the Notice and the Court's Order  
10 Granting Preliminary and Final Approval of Class Action Settlement, as well as the Final Judgment in  
11 this matter. Within 20 calendar days after the Date of Preliminary Approval, the Claims Administrator  
12 shall mail, via First Class postage-prepaid, to all Class Members, at their most recent address, the  
13 Notice. In the event any Notice packet is returned as undeliverable, the Claims Administrator will  
14 promptly perform a skip trace search to obtain a current valid mailing address for the Class Member.  
15 Following each search that results in a corrected address, the Claims Administrator shall resend the  
16 Notice packet to the Class Member via First Class postage-prepaid United States mail. The Court may  
17 find that the Notice packet in this case and the notice methodology are the best practicable notice and  
18 meet the requirements to satisfy all due process requirements. At the Final Approval Hearing, the Court  
19 will conduct two hearings, one on the fairness, reasonableness, and adequacy of the Settlement and  
20 another on Class Counsel's properly-noticed Motion for Attorneys' Fees, Costs and Class  
21 Representative Enhancement Award. Class Counsel shall file their Motion for Attorneys' Fees, Costs  
22 and Class Representative Service Award before the response deadline for submitting objections or  
23 requests for exclusion. I believe that this notice mechanism satisfies the due process rights of the Class  
24 Members, gives actual notice to nearly all Class Members and will encourage the highest percentage of  
25 Class Members to participate in the Settlement.

26       12. Plaintiff Alicia Ranillo ("Plaintiff") is the proposed Class Representative in this litigation.  
27 Class Counsel has discussed the role of a class representative with Plaintiff, and she understands and  
28 accepts her responsibilities. The Plaintiff has expressed her commitment to pursuing the claims of the

1 putative Class Members. Plaintiff has no conflicts of interest with Class Members of which I am aware,  
2 as she shares the Class Members' desire to be compensated pursuant to the California Labor Code. The  
3 Plaintiff is committed to pursuing the claims of Class Members, and her motivation in pursuing this  
4 action reflects positively on her ability to represent the Class. *See* Declaration of Alicia Ranillo in  
5 Support of Plaintiff's Motion for Conditional Certification and Preliminary Approval of Class-Actions  
6 Settlement.

7 ***Summary of Plaintiff's Claims***

8 13. As detailed in the concurrently filed memorandum of points and authorities, Plaintiff's  
9 Second Amended Complaint asserts the following claims on a representative basis: (1) Labor Code  
10 sections 510 and 1194, failure to pay proper overtime compensation; (2) Labor Code section 203,  
11 continuing wages; (3) Labor Code sections 226.7 and 512, meal-period violations; (4) Labor Code  
12 section 226.7, rest-period violations; (5) Labor Code section 204, late payment of overtime wages; (6)  
13 Labor Code section 226, failure to provide accurate itemized wage statements; (7) California Business  
14 and Professions Code section 17200 *et seq.*, restitution and injunction; and (8) Labor Code Private  
15 Attorneys General Act ("PAGA"), civil penalties. The claims in this action generally relate to  
16 allegations that (1) Defendant failed to provide employees with adequate pay statements, (2) Defendant  
17 failed to provide employees with proper meal and rest breaks, (3) Defendant failed to properly calculate  
18 employees' overtime wages, and (4) Defendant failed to pay its former employees for all wages owed to  
19 them at the termination of their employment. (See generally SAC.) The Settlement seeks to resolve these  
20 claims on behalf of the following Settlement Class: all individuals Defendant employed (1) as a  
21 Licensed Vocational Nurse between February 8, 2012 through the Preliminary Approval Date; or (2) as  
22 a non-exempt hourly employee hired on or before August 31, 2013 through Preliminary Approval. The  
23 individuals that are part of the Settlement Class are referred to herein and in the Settlement as Class  
24 Members. The Class consists of approximately 175 Class Members.

25 14. ***Plaintiff's Meal and Rest Break Claims.***

26 As set forth in the Second Amended Complaint, Plaintiff contends that Class Members were  
27 periodically deprived of meal and rest breaks in accordance with sections 226.7 and 512 of the  
28 California Labor Code, and the applicable Industrial Welfare Commission Wage Order. As the basis for



1 the meal break violations, Plaintiff argues that in certain instances Class Members were unable to stop  
2 working and take a meal break within the first five hours of the workday. In other instances, the  
3 employees received a meal break but it began after the employees had already worked for five hours.  
4 With respect to rest breaks, Plaintiff contends that she and Class Members were not always able to take  
5 a 10-minute paid rest break for every four hours worked or major fraction thereof.

6 After reviewing the documents produced by Defendant, and utilizing an average hourly wage of  
7 \$23.79 per hour, based on the data produced and analyzed by Plaintiff's Counsel, Plaintiff estimates that  
8 actual damages for meal period violations could reach \$350,369 for the three years prior to the filing of  
9 the Complaint.<sup>1</sup>

10 15. ***Plaintiff's Miscalculation of Overtime and Derivative Waiting Time Penalty Claim.***

11 Plaintiff alleges that Defendant failed to pay proper overtime wages to its employees. This claim  
12 stems from Defendant's alleged failure to compute accurately the correct regular rate when paying  
13 overtime, as Plaintiff contends that Defendant failed to incorporate shift differential rates into the  
14 employees' regular rate. The actual damages associated with the alleged failure to compute and pay  
15 proper overtime wages are extremely small in comparison to the derivative waiting time penalties that  
16 former employees would be entitled to recover on account of the failure to be paid all wages that were  
17 owed to them on their final day of work. With respect to the actual amount of unpaid overtime, after  
18 reviewing the data produced by Defendant, Plaintiff estimates this amount totals approximately \$2,000.  
19 To this end, because Defendant allegedly failed to compute accurately the overtime rate, Plaintiff  
20 contends former employees were not paid all wages that were owed to them at the termination of their  
21 employment, thereby entitling them to waiting time penalties (or sometimes referred to as "continuing  
22 wages") pursuant to California Labor Code sections 201 through 203. There are approximately 100  
23 former employees. Utilizing an average hourly rate of \$23.79 per hour and an average of 8 hours worked  
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26 <sup>1</sup> Plaintiff also contends that Defendant did not provide employees with paid ten-minute rest periods  
27 for every four hours worked. To this end, Defendant contends that employees could not always stop  
28 working in order to take a ten-minute break. Consistent with California law, Defendant is not required to  
maintain records regarding the specific time rest breaks are taken by its employees. As such, it is  
extremely difficult, if not impossible, to accurately estimate the universe of damages for this alleged  
violation.

1 per day, waiting time penalties potentially amount to a maximum potential class-wide exposure of  
2 \$570,960 (\$23.79 per hour x 8 hours per day x 30 days x 100 individuals).

3 **16. *Plaintiff's Pay-Stub Violation Claim***

4 Plaintiff's pay stub violation claim relates to Defendant's alleged failure to provide its employees  
5 with wage statements in compliance with section 226 of the California Labor Code. Specifically, during  
6 the period of February 6, 2015 through March 2018, employees were issued paystubs that failed to list  
7 the name of the legal entity of the employer. As a result of Defendant's alleged violation of section 226,  
8 the employees are potentially entitled to recover fifty dollars (\$50) per employee for the initial pay  
9 period in which the violation occurred and one hundred dollars (\$100) per employee for each violation  
10 in a subsequent pay period.

11 A review of Defendant's records confirms there were potentially 3,400 allegedly defective wages  
12 statements issued by Defendant during the subject period, for a total potential universe of damages  
13 totaling \$378,400.

14 ***Summary of the Defenses to Plaintiff's Claims***

15 **17. *Plaintiff's Meal-Break and Rest-Break Claims.*** Defendant argued that the number of  
16 meal and/or rest breaks missed by any given Class Member would necessarily require an individualized  
17 inquiry, with a result that class certification would be denied on these claims. Furthermore, Defendant  
18 argued that there is no common policy or procedure to support a claim for the failure to provide rest and  
19 meal breaks and that the only common policy regarding meal and rest breaks is that non-exempt  
20 employees are permitted to take them, which policy Defendant contends is articulated in its written  
21 break policy. Defendant argued that, in light of its purportedly compliant written break policy, Plaintiff  
22 would be unable to secure class certification for the meal and rest break claims. Defendant further  
23 argued that, due to the nature of Defendant's business, there are disparate break practices resulting from  
24 a variety of factors, including the job title, nature of the work, location within the facility, management  
25 styles and/or employee preferences. Defendant argued that, when faced with similar facts, courts have  
26 denied class certification because employees' breaks, in practice, are not uniform. Defendant also argued  
27 that Plaintiff cannot meet its burden to certify the class action because a highly individualized inquiry  
28 would have to be made to determine whether a particular missed break was the personal choice of the

1 employee, or was somehow mandated by Defendant. In light of the reasonable arguments that can be  
2 made by both sides, compromise of the meal and rest break claims is appropriate.

3 **18. *Plaintiff's Overtime Claim.***

4 Plaintiff contends that Defendant failed to include all required applicable hourly rates when  
5 calculating the regular rate. Once again, for the same reasons the break claim would fail, Defendant  
6 argues that Plaintiff's overtime claim would necessarily require an individualized inquiry, thereby  
7 defeating any chance of obtaining class certification. Defendant also points to the fact that any alleged  
8 miscomputation of overtime, to the extent it did exist, results in damages that are de minimis. Thus,  
9 Defendant argues there are no class-wide damages that would be recoverable for this alleged violation.

10 **19. *Plaintiff's Waiting-Time-Penalty Claim.***

11 Defendant argued that it correctly calculated the overtime rate. Thus, Defendant argues that to  
12 the extent there are no overtime violations, there exist no derivative waiting time penalty claims.  
13 Defendant further argued that even if there was an inadvertent overtime rate miscalculation – which  
14 Defendant vehemently denies – it is at best a technical, derivative violation that would not give rise to  
15 waiting time penalties. To this end, Defendant contends that under Cal. Lab. Code section 203, if there  
16 exists a good faith dispute that any wages are due and owing to an employee, that precludes the  
17 imposition of waiting time penalties under Section 203. A 'good faith dispute' that any wages are due  
18 occurs when an employer presents a defense, based in law or fact, which, if successful, would preclude  
19 any recovery on the part of the employee. Thus, compromise of this claim is appropriate.

20 **20. *Plaintiff's Pay-Stub Claim.***

21 Plaintiff contends that Defendant's pay stubs violate section 226(a) by failing to provide "the  
22 name of the legal entity that is the employer." Cal. Lab. Code § 226(a)(8). Specifically, Plaintiff  
23 contends the wage statements listed the name of the employer as "*Sonoma Healthcare Center*," which is  
24 a "dba" that Defendant stopped using in July 2014 and that instead, for the period of February 6, 2015 to  
25 date, Defendant has been utilizing the dba "*Broadway Villa Post-Acute Care & Rehabilitation*" but it  
26 failed to list this name on the wage statements it issued to its employees. Defendant contends, however,  
27 that it was using both *Broadway Villa Post-Acute Care & Rehabilitation* and *Sonoma Health Center* as a  
28 dba, which Defendant contends is within its right to do, and even if it were a violation, which Defendant

1 denies, this violation simply amounts to a technical violation that would never lead to meaningful  
 2 liability. Defendant contends that in order to recover under Cal. Lab. Code section 226 for a paystub  
 3 violation there must be a showing of injury to the employee and a knowing and intentional failure by the  
 4 employer to comply. Defendant argued that this necessarily requires something more than a mere  
 5 violation of section 226 alone and that instead it must be demonstrated that Defendant knew facts that  
 6 brought its actions or omissions within the provisions of section 226. Defendant contends that  
 7 Defendant's paystub claim would fail because Plaintiff cannot show a knowing and intentional violation  
 8 by Defendant, and that the failure to list the legal name of the employer on the paystub was inadvertent.  
 9 Defendant argued that, like waiting time penalties, a good faith defense exists as to whether there was  
 10 any violation of section 226. Defendant argued that even if a Court were to find a violation of section  
 11 226, the Court has the power to reduce any award of penalties if the Court determines that imposition of  
 12 damages would be unjust, arbitrary or oppressive. Thus, Defendant argues that any award of penalties  
 13 would be reduced and be de minimis in light of Defendant's alleged good faith defense. In light of the  
 14 reasonable arguments that can be made, compromise of this claim is appropriate.

15 ***The Proposed Claims Process***

16 21. Subject to Court approval, the Parties will adhere to the following schedule for the notice  
 17 and disposition of the settlement funds:

<b>Event</b>	<b>Timing</b>
Settlement Administrator mails Notice packet to Class Members.	20 calendar days after Preliminary Approval
Opt-Out Deadline.	45 days after mailing of Notice packet by Settlement Administrator
Objection Deadline	45 days after mailing of Notice packet by Settlement Administrator
Plaintiff files Motion for Final Approval.	14 days before Final Approval Hearing

1 2	Defendant deposits \$135,000 with Settlement Administrator	30 calendar days after the Final Judgment becomes Final
3 4	Settlement Administrator makes payments to all entitled parties under the terms of this settlement.	Within ten (10) calendar days after receiving funds from Defendant
5 6	Checks must be cashed by all Class Members.	Within 180 days of the mailing of the settlement checks.

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22. The proposed claims period in this matter is forty-five (45) days, which is the number of days a Class Member has to opt-out or file an objection. In my experience a 45-day claims period is the appropriate amount of time for a wage and hour class action settlement, and it is the amount of time that was used in the overwhelming majority of wage and hour cases I have litigated (as set forth in paragraph 3 *supra*).

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23. The funds from any settlement checks that are not cashed by Class Members within one-hundred eighty (180) calendar days of the date of mailing of the settlement checks, shall be distributed consistently with California Code of Civil Procedure section 384.

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***The Proposed Release***

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24. The Settlement provides for a limited release of only those claims asserted in the operative Complaint. Specifically, the Settlement provides that Plaintiff and those Class Members who do not opt out of the Settlement will release the Settlement Class Members' Released Claims which is defined as:

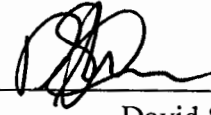
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[A]ny and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Litigation, 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, claim under the Fair Labor Standards Act ("FLSA") shall be released on by those Class Members who negotiate their settlement checks. Class Members who do not negotiated their settlement checks will not be deemed to have released claims under the FLSA. (See Ex. 1 at ¶ I(29).)



1 I have read the foregoing, and the facts set forth therein are true and correct of my own personal  
2 knowledge.

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4 Executed January 22, 2019, in the County of Marin, State of California.

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8 David S. Harris  
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# ***EXHIBIT 1***



1 CALL & JENSEN  
2 A Professional Corporation  
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11 Attorneys for Defendant Ensign Sonoma LLC

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SONOMA**

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

16 Plaintiffs,

17 vs.

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

21 Defendants.

Case No. SCV258369

Assigned for all purposes to:  
Hon. Patrick Broderick, Dept. 16

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint Filed: February 8, 2016  
Trial Date: None Set

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24 **CALL &  
JENSEN**  
25 EST. 1981  
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1 attorneys' fees, litigation costs, Plaintiff's class representative enhancement payment, settlement  
2 administration costs, and the Settlement Class Members' share of payroll taxes.

3 6. Because the Litigation both includes a PAGA action and is a putative class action, this  
4 Agreement must receive preliminary and final approval by the court. Accordingly, the Parties enter into  
5 this Agreement on a conditional basis. The Parties agree to use their best, good faith efforts to obtain  
6 preliminary and final approval. In the event the Court does not enter Final Judgment, or in the event  
7 such Final Judgment does not become Final for any reason, or is modified in any material respect, or in  
8 the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and  
9 void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for  
10 any purpose. Defendant denies all of Plaintiff's claims as to liability and damages as well as Plaintiff's  
11 class allegations, and does not waive, but rather expressly reserves, all rights to challenge all such claims  
12 and allegations upon all procedural and factual grounds, including the assertion of any and all defenses,  
13 if the Final Judgment does not become Final for any reason, or in the event that the Effective Date does  
14 not occur.  
15

## 17 **II. DEFINITIONS**

18 The following are certain definitions applicable to this Agreement. Definitions contained  
19 elsewhere in the body of this Agreement also shall be effective.

20 1. "Class" means all individuals Defendant employed (1) as a Licensed Vocational Nurse  
21 ("LVN") between February 8, 2012 through the Preliminary Approval Date; or (2) as a non-exempt  
22 hourly employee hired on or before August 31, 2013.

23 2. "Class Representative Enhancement" means the sum to be paid to Plaintiff as service for  
24 her role as Class Representative, which shall be paid from the Gross Settlement Fund.

25 3. "Effective Date" means the date by which both of the following have occurred: (a) this  
26 Settlement is finally approved by the Court; and (b) the Court's Order and Final Judgment Approving  
27 Class Settlement ("Final Judgment") becomes Final.  
28

1           4.       “Exclusion/Objection Deadline Date” means 45 calendar days from mailing by the  
2 Settlement Administrator of the notice, settlement allocation form, and request for exclusion form.

3           5.       “Final” means the latest of: (a) if there is an appeal of the trial court’s Final Judgment in  
4 the Litigation, the date of final affirmance on an appeal or the date of dismissal of such appeal; or (b) if  
5 one or more objections are submitted and not withdrawn, the expiration date of the time for filing or  
6 noticing any appeal of the Final Judgment; or (c) if no objections are made (or all objections made are  
7 withdrawn), date the Court enters the Final Judgment.

9           6.       “Final Exclusion/Objection Deadline Date” shall be 45 days from the date of mailing of  
10 re-mailed notices, or 90 days from the date of the original mailing, whichever occurs first.

11           7.       “Final Judgment” refers to the Final Judgment and Order Approving Class Settlement.

12           8.       “Final Approval Hearing” – means the hearing to be conducted by the Court to determine  
13 whether to enter the Final Judgment finally approving and implementing the terms of this Agreement.  
14

15           9.       “Gross Settlement Fund” refers to One Hundred Thirty-Five Thousand Dollars  
16 (\$135,000), which is the total amount Defendant shall be required to pay under this Agreement. The  
17 Gross Settlement Fund shall consist of the following elements: (a) Plaintiff’s Attorneys’ Fees; (b)  
18 Plaintiff’s Litigation Expenses; (c) Class Representative Enhancement; (d) Settlement Administration  
19 Expenses; (e) the PAGA Payment; and (e) Net Settlement Fund, as defined below.  
20

21           10.      “Litigation” means the action herein entitled *Alicia Ranillo v. Ensign Sonoma LLC*, case  
22 number SCV259360.

23           11.      “Motion for Preliminary Approval” refers to the Motion for Preliminary Approval of the  
24 Settlement and its supporting papers.

25           12.      “Net Settlement Fund” means the Gross Settlement Fund, less all of the following:  
26 (a) Plaintiff’s Attorneys’ Fees; (b) Plaintiff’s Litigation Expenses; (c) Class Representative  
27 Enhancement; (d) Settlement Administration Expenses; and (e) 75 percent of the PAGA Payment.  
28

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ATTORNEYS  
AT LAW

1 13. "Notice" refers to the Notice of Pendency of Class Action, Proposed Settlement and  
2 Hearing Date for Court Approval, substantially in the form attached hereto as Exhibit A.

3 14. "Opt Outs" means any Class Member who chooses to opt out of the Class under such  
4 procedures specified in Section III, Paragraph 12(b) of this Agreement.

5 15. "Order Granting Preliminary Approval" refers to the order or statement of decision  
6 preliminarily approving the Settlement by the Court.

7 16. "PAGA Payment" means the payment of \$2,500, with 25 percent (i.e. \$625) allocated to  
8 the Net Settlement Fund, and 75 percent (i.e. \$1,875) payable to the Labor and Workforce Development  
9 Agency ("LWDA"), all to be paid from the Gross Settlement Fund. The PAGA Payment is made  
10 pursuant to Labor Code Section 2699(i).

11 17. "Parties" refers to Plaintiff, individually and in her capacity as Class Representative, as  
12 well as Defendant Ensign Sonoma LLC.

13 18. "Plaintiff" refers to Alicia Ranillo, individually and in her capacity as Class  
14 Representative.

15 19. "Plaintiff's Attorneys" means North Bay Law Group.

16 20. "Plaintiff's Attorneys' Fees" refers to the amount awarded to Plaintiff's Attorneys by the  
17 Court for prosecuting and obtaining a settlement of the Litigation.

18 21. "Preliminary Approval Date" means the date on which the Court grants preliminary  
19 approval to this Agreement.

20 22. "Preliminary Approval Hearing" means the hearing to be conducted by the Court to  
21 determine whether to grant the Motion for Preliminary Approval.

22 23. "Releasees" means Defendant's shareholders, officers, directors, employees,  
23 administrators, fiduciaries, trustees, and agents.

1           24.    “Settlement” means the settlement of the Litigation and related claims effectuated by this  
2 Agreement.

3           25.    “Settlement Administration Expenses” means those expenses of effectuating and  
4 administering the Settlement, i.e., the costs incurred by the Settlement Administrator, the costs of giving  
5 notice to the Class, the costs of administering and disbursing the Net Settlement Fund, and the fees of  
6 the Settlement Administrator approved by the court.  
7

8           26.    “Settlement Administrator” means or refers to Rust Consulting, designated by the  
9 Parties to effectuate the Settlement.

10          27.    “Settlement Class” means all those persons who are members of the Class and who have  
11 not properly and timely opted out of the Litigation or the Settlement.

12          28.    “Settlement Class Member” means any person who is included in the Settlement Class.

13          29.    “Settlement Class Members’ Released Claims” means any and all claims, debts,  
14 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, actions or causes  
15 of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted  
16 in the Litigation, including without limitation to, claims for restitution and other equitable relief, claims  
17 for unpaid wages, unpaid overtime wages, meal period penalties, rest period penalties, waiting time  
18 penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief,  
19 accounting, injunctive relief, PAGA penalties, or any other benefit claimed on account of allegations  
20 and claims which are reasonably related to the allegations and claims asserted in the Litigation. This  
21 release shall apply to claims arising at any point during the Settlement Period. However, claims under  
22 the Fair Labor Standards Act (“FLSA”) shall be released only by those Class Members who negotiate  
23 their settlement checks. Class Members who do not negotiate their settlement Checks will not be  
24 deemed to have released claims under the FLSA.  
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1           30.     “Settlement Payments” means the amounts to be paid from the Net Settlement Fund to  
2 individual Settlement Class Members.

3           31.     “Settlement Period” means February 8, 2012 through the Preliminary Approval Date.

4 **III. SETTLEMENT TERMS**

5           Plaintiff and Defendant agree as follows:

6           1.     **Scope of Settlement:**

7           The Settlement described herein will resolve fully and finally all Settlement Class Members’  
8 Released Claims as described in Section III, Paragraph 6, and all individual claims of Plaintiff, as  
9 described in Section III, Paragraph 7.

10           2.    **Settlement Consideration:**

11           Subject to Court approval, and in consideration for the release and settlement described in this  
12 Agreement, Defendant shall pay the Gross Settlement Fund to the Settlement Class Members, Plaintiff,  
13 Plaintiff’s Attorneys, the LWDA, and the Settlement Administrator, in the manner specified in this  
14 Agreement. Payment of the Gross Settlement Fund under the terms described in this Agreement shall  
15 be the sole financial obligation of Defendant under this Agreement. The Gross Settlement Fund shall  
16 be used: (1) to satisfy the claims of all Settlement Class Members, as specified herein, as well as the  
17 PAGA claim; (2) to satisfy the award of Plaintiff’s Attorneys’ Fees; (3) to satisfy the award of Plaintiff’s  
18 Litigation Expenses; (4) to satisfy the Class Representative Enhancement; (5) to satisfy Settlement  
19 Administration Expenses incurred in this action; and (6) the Settlement Class Members’ share of payroll  
20 taxes. The Gross Settlement Fund shall constitute the maximum amount that Defendant shall be required  
21 to pay under this Agreement.

22           3.    **Approval of Settlement:**

23           (a)    Plaintiff shall apply for approval of the Settlement as described in Section III, Paragraph  
24 12 of this Agreement for purposes of effectuating this Settlement. Plaintiff agrees not to request more  
25 than \$5,000 as a Class Representative Enhancement and for her general release of all claims, and further  
26

1 agrees not to seek more than \$45,000 of the Gross Settlement Fund (i.e. one-third) for Plaintiff's  
2 Attorneys' Fees.

3 (b) Defendant shall not oppose any application by Plaintiff or Plaintiff's Attorney for a Class  
4 Representative Enhancement and consideration for her general release equal to or less than \$5,000,  
5 Plaintiff's Attorneys' Fees equal to or less than \$45,000, and Plaintiff's actual Litigation Expenses.

6  
7 (c) Should the Court decline to approve all material aspects of the Settlement or make rulings  
8 substantially altering the fundamental terms of it, except for the awards of the Class Representative  
9 Enhancement, Plaintiff's Attorneys' Fees, and Plaintiff's Litigation Expenses (which shall be decided  
10 by the court), Defendant shall have no obligation to make any payment, including payment of the Gross  
11 Settlement Fund, and in that event if Defendant has made any payment, such monies shall be returned  
12 promptly to Defendant.

13  
14 **4. Allocation of Net Settlement Fund Among Settlement Class Members:**

15 Each Settlement Class Member shall be entitled to a portion of the Net Settlement Fund based  
16 upon a weighted point system which will, in turn, be based upon the number of workweeks the  
17 Settlement Class Member met the criteria for inclusion in the Settlement Class. Class Members shall be  
18 awarded one point for each work week from February 8, 2012 through the Preliminary Approval Date.  
19 Class Members who no longer are employed by Defendant as of the Preliminary Approval Date shall be  
20 awarded an additional 2 points as compensation for California Labor Code Section 203 penalties. Each  
21 Class Member shall receive payment of a pro rata portion of the total combined points of all the  
22 Settlement Class Members. By way of example, if the Net Settlement Fund is \$100,000, and there are  
23 a total of 50,000 points between all Settlement Class Members, and Class Member "A" is awarded 200  
24 points, Class Member A's portion of the Net Settlement Fund would be \$1,200 [ $\$100,000 \div 50,000$   
25 points x 200 points = \$400].  
26

27 **5. Tax Treatment of Payments to Settlement Class Members:**  
28



1           The Settlement Payments are payments for all claims asserted in Litigation or that reasonably  
2 could have been asserted. Of the payments to individual Settlement Class Members, twenty-five percent  
3 shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where  
4 required by law, and seventy-five percent shall be designated as interest and penalties to be reported on  
5 IRS Form 1099s where required by law. Employer's payroll taxes on any amounts allocated as wages  
6 shall be paid by Defendant separate and apart from the Gross Settlement Fund. Each Settlement Class  
7 Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes  
8 which may be owed on the interest and penalty portion of his or her Settlement Payment or Class  
9 Representative Enhancement. The Settlement Administrator shall report all required information to the  
10 appropriate taxing authorities regarding all payments made pursuant to this Agreement.  
11

12           **6. Release of Claims by Settlement Class Members:**

13           Upon the Court's final approval of the class settlement and entry of final judgment, each  
14 Settlement Class Member shall be deemed to have released Defendant and the Releasees.  
15

16           **7. Release of Claims by Plaintiff:**

17           In addition to the Settlement Class Members' Released Claims, in exchange for the consideration  
18 recited in this Agreement, Plaintiff releases, acquits, and discharges and covenants not to sue any of the  
19 Releasees for any claim, whether known or unknown, which Plaintiff has ever had, or hereafter may  
20 claim to have, arising on or before the date that she signs this Agreement, including without limitation  
21 to, any claims relating to or arising out of any aspect of her employment, or the termination of her  
22 employment, with Defendant, any claims for unpaid compensation, wages, reimbursement for business  
23 expenses, penalties, or waiting time penalties under the California Labor Code, the California Business  
24 and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any state,  
25 county or city law or ordinance regarding wages or compensation; any claims for employee benefits,  
26 including without limitation, any claims under the Employee Retirement Income Security Act of 1974;  
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1 any claims of employment discrimination on any basis, including without limitation, any claims under  
2 Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil  
3 Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of  
4 1993, the California Government Code, or any other state, county or city law or ordinance regarding  
5 employment discrimination. Plaintiff acknowledges and agrees that the foregoing general release is  
6 given in exchange for the consideration provided to her under this Agreement by Defendant. However,  
7 this release shall not apply to claims for workers' compensation benefits, unemployment insurance  
8 benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be  
9 waived or released.

11 Plaintiff expressly waives any rights or benefits available to her under the provisions of Section  
12 1542 of the California Civil Code, which provides as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
15 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
16 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
17 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
18 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19 Plaintiff understands fully the statutory language of Civil Code section 1542, and, with this  
20 understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether  
21 known or unknown, which she ever had, or hereafter may claim to have, arising on or before the date of  
22 her signature to this Agreement, and specifically waives all rights she may have under California Civil  
23 Code section 1542.

24 **8. Opt-Outs:**

25 Opt-Outs will receive no part of the Net Settlement Fund or the Gross Settlement Fund. Every  
26 individual who falls within the definition of the Class who does not validly and timely opt out shall be  
27 deemed a Settlement Class Member. The Settlement Administrator shall provide copies of all written  
28 requests for exclusion from the Class to the Parties' counsel within ten calendar days of the final date to

1 opt out. If more than ten percent of the persons who fall within the definition of the Class become Opt-  
2 Outs as specified in this Agreement, then Defendant shall have the option to declare this Agreement null  
3 and void, if, within thirty calendar days following the expiration of the last time period in which to opt-  
4 out, Defendant serves written notice of Defendant's exercise of this option on Plaintiff's Attorney. All  
5 signatories and their counsel agree not to encourage opt-outs.  
6

7 **9. Denial of Liability:**

8 Defendant denies that it or any of the Releasees have engaged in any unlawful activity, have  
9 failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in  
10 the Litigation. The Parties expressly acknowledge that this Agreement is entered into for the purpose  
11 of compromising highly disputed claims and that nothing herein is an admission of liability or  
12 wrongdoing by Defendant or any of the Releasees. Neither the Agreement nor any document prepared  
13 in connection with the Settlement may be admitted in any proceeding as an admission by Defendant or  
14 any of the Releasees by Plaintiff or any person within the definition of the Class. However, this  
15 paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this  
16 Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any  
17 or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.  
18

19 **10. Distribution of Net Settlement Fund:**

20 The Net Settlement Fund shall be distributed by the Settlement Administrator in accordance with  
21 the following eligibility requirements:  
22

23 (a) Opt-Outs are not entitled to any Settlement Payments.

24 (b) Defendant, through the Settlement Administrator, shall make payments to Settlement  
25 Class Members as set forth in Section III, Paragraphs 4-5, above.  
26  
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1 (c) The Settlement Administrator will utilize the information used in the class notice process  
2 with respect to the full names, last known addresses, telephone numbers, Social Security numbers, and  
3 workweeks of the persons identified from its records as being Settlement Class Members.

4  
5 **11. Settlement Administration:**

6 Settlement Administration Expenses, upon order of the court, shall be paid from the Gross  
7 Settlement Fund. All disputes relating to the Settlement Administrator's ability and need to perform its  
8 duties shall be referred to the court if they cannot be resolved by the Parties. The Settlement  
9 Administrator shall regularly and accurately report to the Parties, in written form when requested, the  
10 substance of the work performed, including the amounts payable to individual Settlement Class  
11 Members and the total amount to be paid to all Settlement Class Members.

12  
13 **12. Preliminary Approval of Settlement:**

14 The Parties agree to the following procedures for obtaining preliminary approval of the  
15 Settlement, certifying a conditional Settlement Class, notifying Class Members, and obtaining final court  
16 approval of the Settlement:

17 (a) **Motion for Preliminary Approval:** Plaintiff shall file the Motion for Preliminary  
18 Approval of the Settlement and Proposed Order Granting Preliminary Approval of the Settlement with  
19 the supporting papers.

20  
21 (b) **Notice of Class Settlement:** Following entry of the Order Granting Preliminary  
22 Approval of the Settlement, the notice, substantially in the form attached hereto as Exhibit A, shall be  
23 mailed to Class Members. Included with the Notice shall be the settlement allocation form, substantially  
24 in the form attached hereto as Exhibit B, and the request for exclusion form, substantially in the form  
25 attached hereto as Exhibit C.

26 (i) Within 20 calendar days of the Preliminary Approval Date, the Settlement  
27 Administrator shall mail the notice, settlement allocation form, and request for exclusion form to all  
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1 identified Class Members via U.S. Mail using the most current mailing address information available  
2 for Class Members from Defendant's records or from a National Change of Address Search (NCOA).  
3 The U.S. Mail postmark shall be the sole means of determination of timeliness of submission of requests  
4 for exclusion, objections, and/or notices of intent to appear.

5 (ii) If notice forms are returned because of incorrect addresses, the Settlement  
6 Administrator shall conduct a skip trace for more current addresses for Class Members and re-mail the  
7 notice forms to any new addresses obtained. If new address information is obtained by return mail, the  
8 Settlement Administrator shall promptly forward the notice to the addressee via first-class regular U.S.  
9 Mail indicating on the Notice the date it was re-mailed.

10 (iii) The notice shall provide that Class Members who wish to object to the Settlement  
11 must submit to the Settlement Administrator a written statement objecting to the Settlement. If a Class  
12 Member intends to appear at the Final Approval Hearing, the Class Member must submit to the  
13 Settlement Administrator a written notice of intent to appear at the Final Settlement Hearing and object.  
14 Objections must be submitted to the Settlement Administrator by the Exclusion/Objection Deadline  
15 Date, or with regard to re-mailed notices, by the Final Exclusion/Objection Deadline Date. Notices of  
16 intent to appear must be submitted to the Settlement Administrator by the Exclusion/Objection Deadline  
17 Date, or with regard to re-mailed notices, by the Final Exclusion/Objection Deadline Date. Class  
18 Members who do not submit timely written objections in the manner specified above shall be deemed  
19 to have waived any objections and shall be foreclosed from making any objection (whether by appeal  
20 or otherwise) to the Settlement. No individual who excludes himself or herself from the Settlement  
21 Class shall be entitled to object to the Settlement.

22 (iv) The notice shall include the option for Class Members to opt-out of the  
23 Settlement. Any Class Member wishing to opt out of the Settlement must comply with the deadline and  
24 procedures specified in the Notice for doing so. Class Members who fail to submit a written request for  
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1 exclusion form on or before the Exclusion/Objection Deadline Date (or Final Exclusion/Objection  
2 Deadline Date for re-mailed Notices) shall be bound by all terms of the Settlement and the Final  
3 Judgment entered in the Litigation if the Settlement is approved by the Court, regardless of whether  
4 they have objected to the Settlement. Within 10 calendar days after the Exclusion/Objection Deadline  
5 Date, or the Final Exclusion/Objection Deadline Date if notices have been re-mailed, the Settlement  
6 Administrator shall provide the Parties with a complete and accurate list of all Class Members who have  
7 validly and timely requested exclusion from the Class.

9 (v) The settlement allocation form shall state the Class Member's dates of  
10 employment within the Class Period according to the records of Defendant, and shall state the  
11 approximate amount of the Class Member's share of the proposed Settlement. The settlement allocation  
12 form shall request corrected and/or updated name, address, and telephone information, and shall permit  
13 the Class Member to challenge the dates of employment stated on the form by submitting the Class  
14 Member's contentions regarding his or her dates of employment, and by submitting appropriate  
15 documentation of the same. Any such challenges must be mailed to the Settlement Administrator by  
16 the Exclusion/Objection Deadline, or the Final Exclusion/Objection Deadline for re-mailed Notices.  
17 Any such challenges shall be resolved by the Settlement Administrator, whose decision shall be final,  
18 binding, and non-appealable.

20 (c) **Non-Solicitation of Opt-Outs / Objections:** The Parties agree that neither they nor their  
21 counsel will solicit or otherwise encourage directly or indirectly Class Members to request exclusion  
22 from the Class, object to the Settlement, or appeal the Final Judgment.

23 (d) **Final Approval Hearing:** A Final Approval Hearing to determine final approval of the  
24 Settlement shall be conducted subject to the calendar of the court. No later than 30 calendar days prior  
25 to the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with  
26 a Declaration of Compliance to be filed with the Court by Plaintiff's Counsel. No later than 14 calendar  
27  
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1 days before the Final Approval Hearing, or upon such other schedule as may be directed by the Court,  
2 Plaintiff shall file a Motion for Final Approval, Memoranda of Points and Authorities in Support of the  
3 Settlement, and Request for Attorneys' Fees and Costs and Class Representative Enhancement. Prior  
4 to the Final Approval Hearing, Class Counsel shall present the proposed Final Judgment and Order  
5 Approving Class Settlement ("Final Judgment") to the court for its approval and entry. After entry of  
6 the Final Judgment, the court shall retain continuing jurisdiction over the Litigation under California  
7 Rule of Court 3.769(h) for purposes of (i) enforcing this Settlement Agreement, (ii) addressing  
8 settlement administration matters, and (iii) addressing such post-Final Judgment matters as may be  
9 appropriate under court rules or applicable law.  
10

11 **13. Funding and Distribution of Gross Settlement Fund:**

12 (a) **Funding and Distribution Timelines:** Defendant shall pay the Settlement  
13 Administrator the Gross Settlement Fund as follows: the Gross Settlement Fund shall be paid within  
14 sixty 30 calendar days after the Final Judgment becomes Final. The Settlement Administrator shall  
15 distribute the entire Gross Settlement Fund within ten calendar days after receipt in full of the settlement  
16 payment from Defendant.  
17

18 (b) **Payment of Plaintiff's Attorneys' Fees:** Plaintiff's Attorneys shall submit an  
19 application to the court for approval of Plaintiff's Attorneys' Fees. Plaintiff's Attorneys anticipate  
20 requesting that the court approve \$45,000 as Plaintiff's Attorneys' Fees. As set forth above, Plaintiff's  
21 Attorneys' Fees shall come from the Gross Settlement Fund. The amount of court-awarded Plaintiff's  
22 Attorneys' Fees shall be paid by the Settlement Administrator to Plaintiff's Attorneys. The Settlement  
23 Administrator shall issue a Form 1099 to Plaintiff's Attorneys for the payment. Defendant agrees not  
24 to oppose the request for Attorneys' Fees so long as it does not exceed \$45,000.  
25

26 (c) **Payment of Plaintiff's Litigation Expenses:** Plaintiff's Attorneys shall submit an  
27 application to the court for approval of Plaintiff's Litigation Expenses. As set forth above, Plaintiff's  
28

1 Litigation Expenses shall come from the Gross Settlement Fund. The amount of court-awarded  
2 Plaintiff's Litigation Expenses shall be paid by the Settlement Administrator to Plaintiff's Attorneys.  
3 The Settlement Administrator shall issue a Form 1099 to Plaintiff's Attorneys for the payment.  
4 Defendant agrees not to oppose the request for Litigation Expenses so long as it constitutes reasonable  
5 actual costs.

6  
7 **(d) Payment of Class Representative Enhancement and Compensation for General**  
8 **Release:** Upon court approval, Plaintiff shall be paid a Class Representative Enhancement and  
9 compensation for her general release, which will be paid from the Gross Settlement Fund. Plaintiff  
10 intends to request that the Court approve a payment in the amount of \$5,000 as Class Representative  
11 Enhancement and Defendant agrees not to object to a Class Representative Enhancement of \$5,000 for  
12 Plaintiff. The Settlement Administrator shall make payment of the Class Representative Enhancement  
13 to Plaintiff. The Settlement Administrator shall issue a form 1099 to Plaintiff for the payment.

14  
15 **(e) Payment of Settlement Administration Expenses:** The Settlement Administrator shall  
16 receive such amount approved by the Parties and by the Court, from the Gross Settlement Fund. The  
17 Settlement Administrator anticipates requesting settlement administration fees and costs in an amount  
18 not to exceed \$8,000.00.

19  
20 **(f) Approval of Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses and Class**  
21 **Representative Enhancement:** Recovery of Plaintiff's Attorneys' Fees, Plaintiff's Litigation  
22 Expenses and the award of a Class Representative Enhancement are not conditions to this Agreement,  
23 and are to be considered by the Court separately from the fairness, reasonableness, adequacy and good  
24 faith of the Settlement. Any order or proceeding relating to the application by Plaintiff's Attorneys of  
25 an award of attorneys' fees, costs or Class Representative Enhancement, or any appeal from any order  
26 relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this  
27 Agreement, or affect or delay the finality of the Final Judgment. To the extent the court does not approve  
28



1 the full amount of Plaintiff's Attorneys' Fees, Plaintiff's Litigation Costs, Settlement Administration  
2 Expenses, or the Class Representative Enhancement described above, the non-approved amounts will  
3 be allocated to the Net Settlement Fund for distribution to the Settlement Class Members according to  
4 the allocation formula set forth above.

5  
6 (g) **Payments to Settlement Class Members:** After deducting Plaintiff's Attorneys' Fees,  
7 Plaintiff's Litigation Expenses, the Class representative Enhancement, Settlement Administration  
8 Expenses, Seventy-Five Percent of the PAGA Payment, and the Settlement Class Members' portion of  
9 payroll taxes from the Gross Settlement Fund, the Settlement Administrator shall distribute the entire  
10 Net Settlement Fund to the Settlement Class Members according to the allocation formula described in  
11 Section III, paragraph 4. The Settlement Administrator shall mail a check to each Settlement Class  
12 Member via U.S. Mail using the most current mailing address information available, including any  
13 address updates obtained through NCOA searches, Social Security Number searches, address changes  
14 self-reported by class members, or any other source. However, if any notice package is returned to the  
15 Settlement Administrator, and the Settlement Administrator is unable to obtain updated address  
16 information, the Settlement Administrator shall not mail a check to the Settlement Class Member, but  
17 shall instead treat the payment as an uncashed check. Any checks issued to Settlement Class Members  
18 shall remain valid and negotiable for one hundred eighty (180) days from the date of issuance. Any  
19 payments represented by checks not cashed within that period of time, and any payments not made on  
20 account of lack of updated address information, shall be distributed consistently with California Code  
21 of Civil Procedure Section 384.  
22  
23

24 14. **Waiver of Rights:**

25 (a) The Settlement Class Members waive any right they may have to unpaid wages, overtime  
26 pay, damages or penalties for any claims alleged in the operative Complaint, or any other matter alleged  
27  
28

1 in or reasonably related to the allegations in the operative Complaint, except as provided for in this  
2 Agreement.

3 (b) The Parties stipulate and agree that the consideration paid to the Settlement Class  
4 Members pursuant to this Agreement compensates the Class for any and all claims alleged in the  
5 operative Complaint.

6 (c) The Parties stipulate and agree that, upon fulfillment of the obligations contained in this  
7 Agreement, the Class will be adequately compensated for all violations alleged in the operative  
8 Complaint and to which they otherwise may be entitled.

9  
10 **15. Notices:**

11 Unless otherwise specifically provided herein, all notices, demands or other communications  
12 given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth day after  
13 mailing by United States mail, addressed as follows:

14  
15 To Plaintiff's Attorneys:

16 David S. Harris  
17 NORTH BAY LAW GROUP  
18 116 E. Blithedale Avenue, Suite #2  
19 Mill Valley, CA 94941

20  
21 To Counsel for Defendant:

22 CALL & JENSEN  
23 A Professional Corporation  
24 Julie R. Trotter  
25 Delavan J. Dickson  
26 610 Newport Center Drive, Suite 700  
27 Newport Beach, California 92660

28  
29 **16. Class Size:**

30 Defendant represents that the Class size as of the execution of this Settlement Agreement is  
31 estimated to be 175.

1           17.    **No Publicity:**

2           The Parties and their respective counsel shall not issue any press release or media release or have  
3 any communication with the press or media regarding this settlement. Plaintiff's Attorneys may,  
4 however, respond to any inquiries from Settlement Class Members regarding the Settlement.  
5

6           18.    **Entire Agreement:**

7           After this Agreement is fully executed by all Parties and their attorneys of record, this Agreement  
8 shall constitute the entire agreement relating to settlement of this Litigation and the causes of action and  
9 defenses asserted therein, and it shall then be deemed that no oral representations, warranties or  
10 inducements have been made to any party concerning this Agreement other than the representations,  
11 warranties and covenants expressly stated in this Agreement.  
12

13           19.    **Authorization:**

14           Plaintiff's Attorneys warrant and represent that they are authorized by Plaintiff, for whom they  
15 are the attorneys of record, and the attorneys of record for Defendant warrant and represent that they are  
16 authorized by Defendant, to take all appropriate action required or permitted to be taken by such Parties  
17 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
18 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and  
19 use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable  
20 to reach agreement on the form or content of any document needed to implement the Agreement, or on  
21 any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the  
22 Parties agree to seek the assistance of the court, and in all cases all such documents, supplemental  
23 provisions and assistance of the court shall be consistent with this Agreement.  
24

25           20.    **Jurisdiction:**

26           The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard  
27 to the terms and conditions of this Agreement, subject to approval by the court. Except where the context  
28

1 indicates otherwise, references to the Court shall also include any other courts that take jurisdiction of  
2 the Litigation, or any to whom the Court has referred the matter.

3           **21. Modification:**

4           This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only  
5 by an express written instrument signed by all Parties or their successors-in-interest or their counsel.  
6 The Parties acknowledge that modifications to this Agreement may be necessary prior to Preliminary  
7 and/or Final Approval. The Parties hereby authorize and direct their attorneys of record to make such  
8 modifications on their behalf, and the signature of an attorney of record shall be sufficient to bind the  
9 respective party with regard to any amendments to this Agreement.  
10

11           **22. Successors:**

12           This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the  
13 Parties.  
14

15           **23. California Law:**

16           All terms of this Agreement and its Exhibits shall be governed by and interpreted according to  
17 the laws of the State of California, without giving effect to any conflict of law principles or choice of  
18 law principles.

19           **24. Representation by Counsel:**

20           The Parties have each been represented by counsel and have cooperated in the drafting and  
21 preparation of this Agreement. This Agreement shall not be construed against any party on the basis  
22 that the party was the drafter or participated in the drafting.  
23

1           **25. Counterparts:**

2           This Agreement may be executed in one or more counterparts. All executed counterparts and  
3 each of them shall be deemed to be one and the same instrument. Any executed counterpart shall be  
4 admissible in evidence to prove the existence and contents of this Agreement.  
5

6           **26. Incorporation of Exhibits:**

7           All exhibits attached hereto are incorporated by reference and are a material part of this  
8 Agreement. Any notice, order, judgment or other exhibit that requires approval of the court must be  
9 approved without material alteration from its current form in order for this Agreement to become  
10 effective.  
11

12           **27. Reasonableness of Settlement:**

13           The Parties believe that this is a fair, reasonable and adequate Settlement and have arrived at this  
14 Settlement through arms-length negotiations, taking into account all relevant factors, present and  
15 potential.  
16

17           **28. Return of Documents and Data:**

18           If Counsel for Defendant requests in writing that they do so, within thirty days after the filing of  
19 the Final Judgment pursuant to this Agreement, Plaintiff's Attorneys shall return all documents and data  
20 received from Defendant or confirm destruction of any such documents and/or data.  
21

22           **29. Headings:**

23           The headings contained in this Agreement are for reference only and are not to be construed as  
24 a part of the Agreement.  
25

26           **30. Waiver of Right to Object:**

27           By signing this Agreement, Plaintiff agrees to be bound by its terms and agrees not to request to  
28 be excluded from the Class and agrees not to object to any of the terms of the Agreement. Any such  
request for exclusion or objection by Plaintiff shall be void and of no force or effect.

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**32. No Re-employment:**

Plaintiff agrees not to seek or accept employment from Defendant or any of the Releasees in the future. Should Plaintiff inadvertently become employed by Defendant or any of the Releasees in the future, Plaintiff agrees that Defendant or any of the Releasees may terminate such employment at any time, with or without cause.

**33. Final Order and Judgment:**

Upon final approval of the settlement, a Final Order and Judgment shall be entered by the court which shall, among other things:

(a) Grant final approval to the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class, as a whole, and order the parties to carry out the provisions of this Agreement.

(b) Award amounts for Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses, the Class Representative Enhancement, Settlement Administration Expenses, the PAGA Payment, and the Settlement Class Members' portion of payroll taxes.

(c) Adjudge that the Settlement Class Members are conclusively deemed to have released Defendant and the Releasees of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments arising out of or in any way related to the matters set forth in the Complaint (with the exception of FLSA claims, which will be released by individual Class Members only upon negotiation of their individual settlement checks).

(d) Bar and permanently enjoin each Settlement Class Member from prosecuting against Defendant and the Releasees any and all of the Settlement Class Members' Released Claims.

(e) Reserve continuing jurisdiction as provided herein.


Dated: October 17, 2018 Alicia Ranillo  
Plaintiff Alicia Ranillo

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Dated: Oct 15, 2018


NORTH BAY LAW GROUP

By 

David S. Harris  
Attorneys for Plaintiff Alicia Ranillo

Dated: Oct. 9, 2018

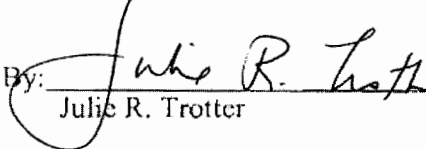
Ensign Sonoma, LLC

By 

Authorized Agent Victoria <sup>Pearce</sup> ~~Pieroe~~

Dated: November 19, 2018

CALL & JENSEN  
A Professional Corporation  
Julie R. Trotter  
Delavan J. Dickson

By:   
Julie R. Trotter

Attorneys for Defendant Ensign Sonoma LLC

**CALL &  
JENSEN**  
EST. 1961

# **EXHIBIT A**



# **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?**

1.	Why Should You Read This Notice? .....	Page 2
2.	Definitions.....	Page 2
3.	What is the Case About? .....	Page 6
4.	Background of Settlement.....	Page 6
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6.	Who Are the Attorneys Representing the Parties?.....	Page 7
7.	The Proposed Settlement .....	Page 7
8.	What Are My Rights? How Will My Rights Be Affected?.....	Page 8
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10.	Notice of Hearing on Final Approval and Objections of Settlement .....	Page 10
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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 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.**

# **EXHIBIT B**

**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)

# **EXHIBIT C**

**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]**

# ***EXHIBIT 2***



## Hon. Linda Quinn, Ret.



*Results Beyond Dispute<sup>SM</sup>*

After 25 years on the San Diego Superior Court bench, Judge Linda Quinn joined Judicate West in 2012. She is available for mediations, arbitrations, and all other private judging assignments. While on the bench she handled hundreds of settlement conferences in her sixteen years in the civil department, as well as sitting in the Family Court for four years. She also conducted settlement conferences for the Fourth District Court of Appeals while on a special assignment to that court. While serving with the superior court, Judge Quinn enjoyed a reputation for being fair, bright, thoughtful and courteous. Since joining Judicate West, she has mediated and arbitrated employment, family, medical malpractice, real property matters, personal injury, legal malpractice and various types of business/commercial matters. Clients have noted "she worked very hard at settling our case. She is a great listener and cares."

### ADR EXPERIENCE & SPECIALTIES

Business/Commercial, Employment, Family Law, Intellectual Property, Professional Malpractice

### HOBBIES & INTERESTS

Traveling, Inn to Inn hiking, Volunteering - USO

### TESTIMONIALS

- "Judge Quinn did a great job bringing the parties together and obtaining a settlement. She did a great job getting the case into position to resolve." - **Attorney, San Francisco, CA**
- "Judge Quinn captured the trust of all of us right away, and showed great interest in hearing the issues and complains, specially giving both parties all the time they needed up to very late at night to come to some kind of resolution unlike many efforts in the past 8 months by different people and different approaches" - **Attorney on a business/contractual dispute**
- "Very patient and conciliatory, which was a big plus." - **Attorney on a business/contractual dispute**
- "Judge Quinn took time before the mediation to get to know the issues and the attorneys, and this really made for a better result. We could not have been happier." - **Attorney, Orange County, CA**

### LEGAL CAREER & PRIOR EXPERIENCE

- Neutral, Judicate West, (2012-present)
- Judge, San Diego Superior Court (1989-2012) (Supervisor Civil Division 2005-2007)
- Judge, San Diego Municipal Court (1987-1989)
- Partner, Platt, Tebbetts & Boelhauf (1983-1989) business/real property firm
- Associate, Platt, Tebbetts & Peterson (1978-1983)

### EDUCATION & PROFESSIONAL AFFILIATIONS

- J.D., California Western School of Law
- B.A., University of California, San Diego
- Co-Chair of the San Diego High School Mock Trial committee (2012-present)
- Master, Clifford B. Wallace Inn of Court (2014-present)
- Judicial Advisory Committee, Association of Business Trial Lawyers (2014-present)
- San Diego Inns of Court, Board of Directors (2012-present)
- Master, Louis Welch Inn of Court (2007-2008)
- Co-Chair, San Diego Superior Court, ADR committee (2002-2011)

**ACHIEVEMENTS &  
AWARDS**

- California Judges Association (1987-present)
- President, San Diego County Judges Association (2002-2003)
- Mediating the litigated case, Straus Institute for Dispute Resolution, Pepperdine University of Law (2012)

**BUSINESS /  
COMMERCIAL**

- Judge Quinn has presented programs for ABTL, Lawyers Club, SDCBA, Rutter Group, USD Vicam International, CEB, CASD, and San Diego Inns of Court.
- Recent articles include; Dust off the Toolbox to Move Your Case Along. Journal of Consumer Attorneys Associations for Southern California September 2013
- Sua Sponte, The New Parole Ankle Bracelet: Your Smartphone. ABA The Journal of the Section of Litigation Spring 2014
- Sua Sponte, Tort Transformation in the Cultural Quicksand of Language and Values. ABA The Journal of the Section of Litigation Spring 2013

**EMPLOYMENT**

- Medical Malpractice failure to diagnose with numerous health care providers.
- Personal guarantee of loan claim v. claims of violation of warehouse loan agreement.
- Wrongful foreclosure of complex loan structure.
- Business fraud claims among partners and spouses.

**FAMILY LAW**

- Employment discrimination due to inability to perform in hostile work environment.
- Refusal to permit long time employee to return to work following long disability with wage and hour claims.
- Statewide wage and hour consumer class action.
- Whistleblower discrimination claims in highly regulated business.

**INTELLECTUAL  
PROPERTY**

- Marriage dissolution involving extended family members as partners in the spouses' closely held business.

**PROFESSIONAL  
MALPRACTICE**

- Trade secrets violations involving electronically stored data of international company.

**LOCATIONS**

- Wrongful death of high earning family member with unique dependent issues.
- Medical malpractice orthopedic surgery.
- Mediation of legal malpractice claim while underlying case pending.

San Diego, All of California



# ***EXHIBIT 3***



Class Action Administrators

[www.cptgroup.com](http://www.cptgroup.com)

Contact Name: Nick Day  
Henry Arjad

**Corporate Headquarters**

50 Corporate Park, Irvine CA 92606

Nick@cptgroup.com

Direct Number: (213) 800-2697

Headquarters: (800) 542-0900

Fax Number: (949) 428-1023

**Case Name: Ranillo v Ensign Sonoma LLC**

Date: **December 21, 2018**

**All-In Settlement**

Requesting Attorney: **David S. Harris**  
 Plaintiff or Defense: **Plaintiff**  
 Firm Name: **North Bay Law Group**  
 Telephone: **(415) 388-8788**  
 Email: **dsh@northbaylawgroup.com**

\* Class Members: **185**  
 \*\* Opt-Out Rate: **1%**  
 Opt-Outs Received: **2**  
 Postage Total: **\$221.10**  
 Grand Total: **\$9,123.80**

\*\*\* **DISCOUNTED FLAT FEE: \$8,000.00**

\* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

\*\* For ease of comparison, in the event competing estimates use an alternate filing rate to calculate estimated cost, please advise us so that we may modify the estimate accordingly.

\*\*\* This price is valid for administration of a maximum of 2 opt-out's filed. Any additional opt-out's filed above 2 will be billed at the rate of \$8.00 per member.

**Case Setup**

**Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	1	\$95.00
System Programming/Data Base Setup	\$150.00	1	\$150.00
Toll-Free Number Establish/Setup*	\$150.00	2	\$300.00
Static Website	Included	1	Included
<b>Total</b>			<b>\$545.00</b>

\* Up to 120 days after disbursement

**Notification Procedures**

**National Change of Address (NCOA) / Notice & Opt-Out Form / Postage (up to 1 oz.)**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
NCOA	\$150.00	1	\$150.00
Project Manager-Opt-Out/Notice Format	\$95.00	2	\$190.00
Merged Data	\$0.25	185	\$46.25
Mailing of Notice Pack	\$1.00	185	\$185.00
Estimated Postage (up to 1 oz.)*	\$0.55	185	\$101.75
<b>Total</b>			<b>\$673.00</b>

\*Additional charges will apply if the postage exceeds 1 oz. The final rate will be determined at the time of mailing.

**Returned Mail**

**Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Update Undeliverable	\$0.35	19	\$6.65
Skip Traces	\$1.00	15	\$15.00
Remail Packs	\$1.25	19	\$23.75
Estimated Postage	\$0.55	19	\$10.45
Clerical Staff	\$60.00	1	\$60.00
<b>Total</b>			<b>\$115.85</b>

## Opt-Out Processing

Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming of Opt-Out Data Base	\$150.00	4	\$600.00
Opt-Out Processing	\$20.00	2	\$40.00
Clerical Staff	\$60.00	1	\$60.00
Deficiency/Dispute Letters	\$15.00	1	\$15.00
Project Manager	\$95.00	1	\$95.00
Call Center Support	\$3.00	28	\$84.00
<b>Total</b>			<b>\$894.00</b>

## SSN Verification

Verify SSN for Validity with IRS / Send Deficiency Letters to "No-Match" Class Members

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.10	183	\$18.30
Follow up on Mis-Matches	\$10.00	2	\$20.00
<b>Total</b>			<b>\$473.30</b>

## Disbursement

Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	3	\$450.00
Project Supervisor Review of Distribution	\$150.00	3	\$450.00
Project Manager-Correspond w/Attorney	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	3	\$450.00
Print Mail Checks, W-2/1099 (8x10 sheet)	\$2.50	183	\$457.50
Postage	\$0.55	183	\$100.65
<b>Total</b>			<b>\$2,548.15</b>

## Post-Disbursement & Tax Reporting

Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	2	\$10.00
Project Supervisor -Account Recons	\$100.00	6	\$600.00
Skip Trace	\$1.25	15	\$18.75
Remail Undeliverable Checks	\$2.50	15	\$37.50
Postage	\$0.55	15	\$8.25
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	2	\$300.00
Project Manager - Acnt Files Sent to Atty	\$150.00	2	\$300.00
Project Supervisor - Final Declaration	\$150.00	2	\$300.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$750.00	1	\$750.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Add'l Handling for CCP 384	\$150.00	2	\$300.00
<b>Total</b>			<b>\$3,874.50</b>

\*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement / Order / parties require(s) multiple state tax filings.

**Grand Total: \$9,123.80**

# TERMS AND CONDITIONS

These Terms and Conditions are made a part of and incorporated by reference into the CPT Group, Inc. Terms and Conditions Agreement by and between Client and CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 ("CPT").

## 1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work product resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
  - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
  - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
  - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
  - x) **"Term"** means the term of the Agreement, as set forth in the Order.
  - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
  - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.
4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. **Mutual Obligations.**
- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession, and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than two (2) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
9. **Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
- a. **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b. **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a. **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b. **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. **Miscellaneous Provisions.**
- a. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

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 **DECLARATION OF DAVID S. HARRIS IN SUPPORT OF PLAINTIFF'S MOTION FOR**  
6 **CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS-**  
7 **ACTION SETTLEMENT**

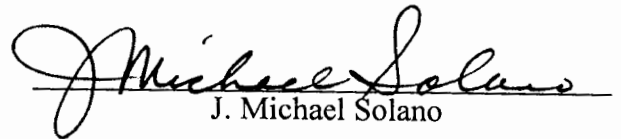
8 I caused such document to be delivered by regular mail:

9 I am readily familiar with the Firm's practice of collection and processing correspondence for mailing.  
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.

15  
16   
17 J. Michael Solano