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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SONOMA**  
11

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

14 Plaintiffs,

15 vs.

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

19 Defendants.  
20

Case No. SCV258369

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

21 **JOINT STIPULATION OF CLASS ACTION**  
22 **SETTLEMENT**  
23

24 Complaint Filed: February 8, 2016  
25 Trial Date: None Set  
26  
27  
28

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JENSEN  
EST. 1981

1                                    **STIPULATED CLASS ACTION SETTLEMENT AGREEMENT**

2            This Stipulated Class Action Settlement Agreement (hereinafter the "Agreement") is made by  
3 Alicia Ranillo ("Plaintiff") on the one hand, and Ensign Sonoma LLC ("Defendant") on the other hand.  
4 Plaintiff and Defendant will, at times, be collectively referred to herein as "the Parties."  
5

6  
7            **I.        THE LITIGATION**

8            1.        On February 8, 2016, Plaintiff filed her complaint in the Superior Court of the State of  
9 California, County of Sonoma, entitled *Alicia Ranillo v. Ensign Sonoma LLC*, case number SCV259360,  
10 on behalf of herself and other allegedly similarly situated individuals currently or formerly employed  
11 by Defendant ("Litigation"). In the Litigation, Plaintiff asserted claims for: (1) failure to pay proper  
12 minimum wages and overtime compensation; (2) waiting time penalties; (3) meal period violations; (4)  
13 rest period violations; (5) late payment of overtime wages; (6) wage statement violations; (7) Unfair  
14 Competition Law violations; and (8) civil penalties under the Private Attorneys General Act ("PAGA").  
15

16            2.        The Parties engaged in substantial investigation and discovery, including class-wide  
17 discovery, in connection with the Litigation. Defendant provided extensive documents and detailed  
18 information to Plaintiff's counsel to review and analyze.

19            3.        The Parties participated in a full day of mediation with the Hon. Linda Quinn, Ret., on  
20 March 6, 2018, and continued efforts to reach resolution with Judge Quinn's assistance in the months  
21 that followed that mediation.  
22

23            4.        On or about June 7, 2018, the Parties agreed to the settlement described in this  
24 Agreement.

25            5.        This Agreement is made in compromise of all disputed claims. The payment by  
26 Defendant required by this Agreement shall satisfy all claims alleged in the Litigation, including, but  
27 not limited to, claims for wages, penalties, calculation of individual settlement awards, interest,  
28

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  
16

## 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



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

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

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

7. "Final Judgment" refers to the Final Judgment and Order Approving Class Settlement.

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

9. "Gross Settlement Fund" refers to One Hundred Thirty-Five Thousand Dollars (\$135,000), which 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 PAGA Payment; and (e) Net Settlement Fund, as defined below.

10. "Litigation" means the action herein entitled *Alicia Ranillo v. Ensign Sonoma LLC*, case number SCV259360.

11. "Motion for Preliminary Approval" refers to the Motion for Preliminary Approval of the Settlement and its supporting papers.

12. "Net Settlement Fund" means 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.

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

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

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

16. "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).

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

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

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

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

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

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

23. "Releasees" means Defendant's shareholders, officers, directors, employees, 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           26.     “Settlement Administrator” means or refers to Rust Consulting, designated by the  
8 Parties to effectuate the Settlement.

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

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

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



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

11          2.     **Settlement Consideration:**

12          Subject to Court approval, and in consideration for the release and settlement described in this  
13 Agreement, Defendant shall pay the Gross Settlement Fund to the Settlement Class Members, Plaintiff,  
14 Plaintiff’s Attorneys, the LWDA, and the Settlement Administrator, in the manner specified in this  
15 Agreement. Payment of the Gross Settlement Fund under the terms described in this Agreement shall  
16 be the sole financial obligation of Defendant under this Agreement. The Gross Settlement Fund shall  
17 be used: (1) to satisfy the claims of all Settlement Class Members, as specified herein, as well as the  
18 PAGA claim; (2) to satisfy the award of Plaintiff’s Attorneys’ Fees; (3) to satisfy the award of Plaintiff’s  
19 Litigation Expenses; (4) to satisfy the Class Representative Enhancement; (5) to satisfy Settlement  
20 Administration Expenses incurred in this action; and (6) the Settlement Class Members’ share of payroll  
21 taxes. The Gross Settlement Fund shall constitute the maximum amount that Defendant shall be required  
22 to pay under this Agreement.  
23

24          3.     **Approval of Settlement:**

25          (a)     Plaintiff shall apply for approval of the Settlement as described in Section III, Paragraph  
26 12 of this Agreement for purposes of effectuating this Settlement. Plaintiff agrees not to request more  
27 than \$5,000 as a Class Representative Enhancement and for her general release of all claims, and further  
28

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

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

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;  
27  
28

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.  
10

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:  
13

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,  
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

23 **8. Opt-Outs:**

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



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  
27  
28



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

25  
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  
28

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

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

23  
24 (iv) The notice shall include the option for Class Members to opt-out of the  
25 Settlement. Any Class Member wishing to opt out of the Settlement must comply with the deadline and  
26 procedures specified in the Notice for doing so. Class Members who fail to submit a written request for  
27  
28



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.  
8

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.  
19  
20

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

24 (d) **Final Approval Hearing:** A Final Approval Hearing to determine final approval of the  
25 Settlement shall be conducted subject to the calendar of the court. No later than 30 calendar days prior  
26 to the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with  
27 a Declaration of Compliance to be filed with the Court by Plaintiff's Counsel. No later than 14 calendar  
28



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

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

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 To Counsel for Defendant:

21 CALL & JENSEN  
22 A Professional Corporation  
23 Julie R. Trotter  
24 Delavan J. Dickson  
25 610 Newport Center Drive, Suite 700  
26 Newport Beach, California 92660  
27  
28

24 **16. Class Size:**

25 Defendant represents that the Class size as of the execution of this Settlement Agreement is  
26 estimated to be 175.  
27  
28

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

20       **24.     Representation by Counsel:**

21       The Parties have each been represented by counsel and have cooperated in the drafting and  
22 preparation of this Agreement. This Agreement shall not be construed against any party on the basis  
23 that the party was the drafter or participated in the drafting.  
24



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.

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



1  
2  
3 Dated: Oct 15, 2018

NORTH BAY LAW GROUP

4 By 

5 David S. Harris  
6 Attorneys for Plaintiff Alicia Ranillo

7 Dated: Oct. 9, 2018

8 Ensign Sonoma, LLC

9 By 

10 Authorized Agent Victoria <sup>Pierce</sup> ~~Pieroe~~

11 Dated: November 19, 2018

12 CALL & JENSEN  
13 A Professional Corporation  
14 Julie R. Trotter  
15 Delavan J. Dickson

16 By: 

17 Julie R. Trotter

18 Attorneys for Defendant Ensign Sonoma LLC  
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CALL &  
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