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**ENDORSED  
FILED**

**MAY 31 2019**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SONOMA**

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

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

Plaintiff,

v.

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

Defendants.

**Case No.: SCV258369**

*Assigned to the Hon. Patrick M. Broderick*

**DECLARATION OF DANIEL P. LA WITH  
RESPECT TO NOTIFICATION AND  
SETTLEMENT ADMINISTRATION**

DATE: June 14, 2019

TIME: 9:00 a.m.

DEPT.: 16

1 I, Daniel P. La, declare as follows:

2 I. I am a Case Manager for CPT Group, Inc. ("CPT"), the Court-approved class action  
3 Settlement Administrator for *Ranillo v. Ensign Sonoma LLC*. I have personal knowledge of the facts  
4 set forth in this declaration and, if called upon to testify, I could and would testify competently to such  
5 facts.

6 2. CPT has extensive experience in providing notice of class actions and administering  
7 class action settlements. In the past 30 plus years, we have provided notification and/or settlement  
8 administration services in over one thousand class action cases. CPT was selected by both Parties to  
9 provide notice of the Settlement and process exclusions in this action. In this capacity, CPT was  
10 charged with the following:

- 11 a) preparing, printing and mailing the *Notice of Class Action Settlement, Opt-Out Form,*  
12 *Settlement Allocation Form, and Summary of Proposed Class Action Settlement*  
13 *(hereinafter referred to as "Notice Packet");*
- 14 b) performing a search based on the National Change of Address Database to update and  
15 correct any known or identifiable address changes;
- 16 c) determining a correct address by use of skip-tracing for any Notice Packet returned to the  
17 Settlement Administrator as undelivered and re-mailing returned Notice Packets;
- 18 d) establishing and maintaining a toll-free case support hotline where Class Members can  
19 speak to case representatives regarding case specific questions;
- 20 e) receiving, tracking, and processing Class Member responses;
- 21 f) providing the Parties with weekly status reports about the delivery of Notice Packets and  
22 any requests for exclusions, objections, deficiencies, and disputes;
- 23 g) providing declaration(s) specifying the due diligence the Settlement Administrator took  
24 with regard to the mailing of the Notice Packet;
- 25 h) calculating the total number of points for all Class Members and determining their  
26 Settlement Payment;
- 27  
28

- 1 i) distributing the appropriate settlement amounts and issuing to each Participating Class
- 2 Member a Form W-2 and a Form 1099 for each Settlement Payment;
- 3 j) completing any associated tax withholding and reporting to the State and Federal tax
- 4 authorities; and
- 5 k) other duties and responsibilities set forth herein to process this Settlement, and as
- 6 requested by the Parties.

7 3. On March 27, 2019, CPT received the Court-approved text for the Notice Packet from  
8 Counsel. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of  
9 an 8-page Class Notice, a 1-page Opt-Out Form, a 1-page Settlement Allocation Form, and a 2-page  
10 Settlement Summary. CPT received approval from the Parties and a sufficient number of Notice  
11 Packets were printed according to the anticipated class size. Attached hereto as Exhibit "A" is a true  
12 and correct copy of the Notice Packet.

13 4. On April 2, 2019, CPT received data files from Defense Counsel containing each  
14 Class Member's full name, last known address, Social Security Number, and dates of employment.  
15 The mailing list contained one hundred eighty-two (182) Class Members.

16 5. On April 3, 2019, CPT conducted a National Change of Address (NCOA) search in an  
17 attempt to update the class list of addresses as accurately as possible. A search of this database  
18 provides updated addresses for any individual who has moved in the previous four years and notified  
19 the U.S Postal Service of their change of address. As a result of the NCOA, CPT was able to locate  
20 thirty (30) new addresses.

21 6. The Notice Packets were enclosed in envelopes with the names and known addresses  
22 printed on them. On April 4, 2019, the Notice Packets were mailed via U.S. First-Class mail to all  
23 one hundred eighty-two (182) Class Members.

24 7. As of the date of this declaration, nineteen (19) Notice Packets were returned to our  
25 office by the U.S. Post Office, for which two (2) new addresses were provided by the Post Office and  
26 re-mailed by CPT. For the remaining seventeen (17) Notice Packets, CPT performed a Skip Trace to  
27 locate a better address using Accurant, one of the of the most comprehensive address databases  
28

1 available. It utilizes hundreds of different databases supplied by credit reporting agencies, public  
2 records and a variety of other national databases.

3 8. As a result of either Skip Trace, or request from Counsel or Class Members, a total of  
4 sixteen (16) Notice Packets have been re-mailed to date. As of the date of this declaration, CPT  
5 reports a total of three (3) undeliverable Notice Packets, as no better address was provided from the  
6 Post Office nor obtained through Skip Trace.

7 9. As of the date of this declaration, CPT has not received any Class Member disputes.

8 10. As of the date of this declaration, CPT has not received any objections to the  
9 Settlement.

10 11. As of the date of this declaration, CPT has received two (2) written requests for  
11 exclusion from the Settlement. Therefore, CPT will report that a total of one hundred eighty (180)  
12 Participating Class Members will be issued a Settlement Payment, which represents a 98.90%  
13 participation rate.

14 12. Pursuant to the Settlement Agreement, the entire Net Settlement Fund was used to  
15 calculate the Settlement Payment amount for each Participating Class Member. The Net Settlement  
16 Fund is calculated as set forth below:

17	<b>Gross Settlement Fund</b>	<b>\$135,000.00</b>
18	Less Attorneys' Fees (Requested)	-\$45,000.00
19	Less Attorneys' Costs (Requested)	- \$6,000.00
20	Less Service Award to Plaintiff (Requested)	-\$5,000.00
21	Less Settlement Administration Costs	-\$8,000.00
22	<u>Less PAGA Penalties to the LWDA</u>	<u>-\$1,875.00</u>
23	<b>Net Settlement Fund</b>	<b>\$69,125.00</b>

24  
25  
26 13. As of the date of this declaration, the average Settlement Payment amount is estimated  
27 to be \$384.03 and the highest is estimated to be \$1,047.91, prior to the deduction of employee-sided  
28 taxes.

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14. Prior to the hearing on the Motion for Final Approval of the Settlement, the Settlement Administrator will provide a supplemental declaration with updated reporting, to the extent that there are any updates to the information provided above.

15. CPT will charge a total of \$8,000.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement. Attached hereto as Exhibit "B" is a true and correct copy of the invoice from CPT.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 30<sup>th</sup> day of May, 2019, at Irvine, California.

  
\_\_\_\_\_  
Daniel P. La

# **Exhibit A**

# **NOTICE OF CLASS ACTION SETTLEMENT**

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

*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 March 15, 2019 as either (1) a Licensed Vocational Nurse (“LVN”); or (2) a non-exempt hourly employee *and* were hired on or before August 31, 2013, you are entitled to participate in a class action settlement.

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

## **WHAT IS IN THIS NOTICE?**

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## 1. *Why Should You Read This Notice?*

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

You have received this Notice because records indicate that you have been employed by Defendant sometime between February 8, 2012 and March 15, 2019 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 June 14, 2019 at 9:00 a.m., 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, Inc.
3. “Class” means everyone employed by Defendant between February 8, 2012 through March 15, 2019 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 182 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 March 15, 2019.
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 (f) 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 March 15, 2019.
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: [www.cptgroup.com/ensignsonomasettlement](http://www.cptgroup.com/ensignsonomasettlement).

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 March 15, 2019. 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 May 20, 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 \$6,000), 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 June 14, 2019 at 9:00 a.m., 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 May 20, 2019.

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 1-888-202-4881. 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 [www.cptgroup.com/ensignsonomasettlement](http://www.cptgroup.com/ensignsonomasettlement).

**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.**

**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 MAY 20, 2019.**



**SETTLEMENT ALLOCATION FORM**

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

CPT ID: «ID»   
 «EmployeeName»  
 «Address1» «Address2»  
 «City», «State» «Zip»

Please provide current address (if different) here:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Based on employment records provided to date, it appears you worked from «StringOfDates» 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 «EstAmount».**

**QUESTIONS**

If you have questions or believe your work period during the Class Period stated above is incorrect, please call or write to the Claims Administrator at Alicia Ranillo v. Ensign Sonoma LLC, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-888-202-4881. Any disputes regarding your periods of employment noted above must include supporting documentation and be mailed to the Claims Administrator by May 20, 2019.

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 DIGIT 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)



# SUMMARY OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

<b>PARTICIPATE</b>	<p><b>To receive a cash payment from the Settlement, you do not need to do anything.</b></p> <p>A check will be sent to you if the Court approves the Settlement. By participating in the Settlement, you will give up your rights to make the claims above, or any related claims, against Defendant.</p>
<b>EXCLUDE YOURSELF</b>	<p><b>Receive no payment from the Settlement but keep all of your rights against Defendant</b></p> <p>The only way for you to retain your rights to bring your own legal action against Defendant involving claims that are the same as, or similar to, the ones in this case is to fill out and return the enclosed “Opt-Out Form” to the Claims Administrator postmarked no later than <b>May 20, 2019.</b></p>
<b>OBJECT</b>	<p><b>Tell the Court why you don’t approve of this Settlement.</b></p> <p>If you wish to object to the Settlement, you must not exclude yourself from the Settlement, and you must submit to the Claims Administrator your written objection and supporting papers postmarked no later than <b>May 20, 2019</b></p>

## **2. WHAT DOES THE SETTLEMENT PROVIDE?**

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

## **3. DO I HAVE A LAWYER IN THIS CASE?**

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

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

In addition, here is the address for the Court:

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

## **4. WHERE AND WHEN IS THE FINAL HEARING ON THE PROPOSED SETTLEMENT?**

The final hearing as to whether the Court should approve the proposed Settlement is taking place on June 14, 2019 at 9:00 A.M., however, you need not appear in order to receive a settlement payment.

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

# **Exhibit B**



Class Action Administrators

www.cptgroup.com

# INVOICE

Invoice No : 14499

Invoice Date : 5/15/2019

Mailing Date: 4/4/2019

VP Consultant: Nick Day

## Case Name : Ranillo v. Ensign Sonoma LLC

**TO: Julie R. Trotter**

Call & Jensen A Professional Corporation  
610 Newport Center rive, Suite 700  
Newport Beach, CA. 92660  
(949) 717-3000

**Contact Name: Edwin Figueroa**

Accounts Receivable Specialist  
50 Corporate Park  
Irvine, CA 92606  
Ph: (949) 428-1081  
Fx: (949) 428-1083  
edwin@cptgroup.com

Payment Details	Type of Case	Due Date
<b>Settlement Fund</b>		

Quantity	Description	Unit Price	Line Total
1	Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup	\$545.00	\$545.00
1	National Change of Address (NCOA) / 12-Page Notice & 1-Page Opt-Out Form / Postage (up to 2 oz.)	\$747.00	\$747.00
1	Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage	\$123.45	\$123.45
1	Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support	\$894.00	\$894.00
1	Verify SSN for Validity with IRS / Send Deficiency Letters to "No-Match" Class Members	\$473.30	\$473.30
1	Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2	\$2,548.15	\$2,548.15
1	Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration	\$3,874.50	\$3,874.50

Subtotal \$9,205.40

Discount \$1,205.40

**TOTAL \$8,000.00**

Make all checks payable to CPT Group, Inc.  
**THANK YOU FOR YOUR BUSINESS!**

**CPT Offers Secure Credit Card Payments through PayPal. To utilize PayPal, there's a Merchant Service Fee added to your grand total.**

**Payment Terms:** 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 data and/or notice documents. CPT bills are due upon receipt, unless otherwise negotiated and agreed to with CPT by Counsel/Client. In the event settlement terms provide that CPT is to be paid out of the settlement fund, CPT will request that Counsel/Client endeavor to make alternate payment arrangements for CPT charges that are due at the commencement of the case. The entire remaining balance is due and payable at the time the settlement account is funded by defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law. In the event CPT Group, Inc. commences litigation to enforce payment, CPT Group, Inc. shall be entitled to recover reasonable attorney's fees and costs (including expert witnesses' fees) incurred in addition to all other items of recovery permitted by law.

1 **PROOF OF SERVICE**

2 I declare under the penalty of perjury that I, J. Michael Solano, am a citizen of the United  
3 States and I am employed in the County of Marin. I am over the age of eighteen years and not a  
4 party to the within action. My business address is 116 E. Blithedale Avenue, Suite No. 2, Mill  
5 Valley, CA 94941.

6 On the date below, I caused the following documents:

7 **DECLARATION OF DANIEL P. LA WITH RESPECT TO NOTIFICATION AND  
8 SETTLEMENT ADMINISTRATION**

9 to be served on the interested party in said action, who is:

10 Julie R. Trotter  
11 Delavan J. Dickson  
12 CALL & JENSEN  
13 A Professional Corporation  
14 610 Newport Center Drive, Suite 700  
15 Newport Beach, CA 92660

16 *Attorneys for Defendant Ensign Sonoma LLC*

17 **[X] BY UNITED STATES MAIL**

18 I placed a true and correct copy thereof, enclosed in a sealed envelope with postage thereon  
19 fully prepaid, in the United States mail at Mill Valley, California, addressed to the parties as set  
20 forth above. CCP Sections 1013(a), 2015.5.

21 I declare under the penalty of perjury under the laws of the state of California that the  
22 foregoing is true and correct. Executed on May 31, 2019 at Mill Valley, California.

23  
24  
25  
26  
27  
28  
  
J. MICHAEL SOLANO