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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

FRANKLIN AMOG, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

EL CAMINO HOSPITAL, a California
nonprofit public benefit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV363828

(Assigned to the Honorable Patricia M. Lucas,
Dept. 3)

**DECLARATION OF ELIZABETH
KRUCKENBERG REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

Date: October 13, 2021

Time: 1:30 p.m.

Dept.: 3

1 I, Elizabeth Kruckenberg, declare under penalty of perjury as follows:

2 1. I am the Director of Case Management at Phoenix Settlement Administrators
3 (PSA), the Court-appointed Class Action Settlement Administrator for *Franklin Amog v. El*
4 *Camino Hospital*. I have personal knowledge of the facts stated herein and, if called upon to testify,
5 I could and would testify competently to such facts.

6 2. PSA was selected by the Parties to provide notice of the Settlement and class
7 administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was
8 responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (herein
9 referred to as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii)
10 determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual
11 Settlement Payments; (v) issuing the Individual Settlement Payment checks and distributing them
12 to Settlement Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and
13 costs and the Enhancement Payment to Plaintiff; and (vii) such other tasks as set forth in the
14 Agreement or as the Parties mutually agree or as the Court orders.

15 3. On June 30, 2021, PSA received a data file from defense counsel that contained
16 names, last known mailing addresses, Social Security numbers, beginning and ending dates of
17 employment, and number of wage statements reflecting the payment of shift differential and/or
18 per diem wages issued to each Class Member during the Class Period. The final mailing list
19 contained 2,469 Class Members.

20 4. On July 7, 2021, PSA conducted a National Change of Address (NCOA) search in
21 an attempt to update the class list of addresses as accurately as possible. A search of this database
22 provides updated addresses for any individual who has moved in the previous four (4) years and
23 notified the U.S. Postal Service of their change of address.

24 5. On July 7, 2021, PSA mailed the Notice Packet via U.S. first class mail, in English
25 to all 2,469 Class Members on the Class List. A true and correct copy of the mailed Notice Packet
26 is attached hereto as **Exhibit A**.

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1 6. As of the date of this declaration, fifty-seven (57) Notice Packets have been
2 returned to PSA. None were returned with a forwarding address. For the fifty-seven (57) Notice
3 Packets returned from the Post Office without a forwarding address, PSA attempted to locate a
4 current mailing address using TransUnion TLOxp, one of the most comprehensive address
5 databases available for skip tracing. Of the fifty-seven (57) Notice Packets that were skip traced,
6 forty-six (46) updated addresses were obtained and the Notice Packet was promptly re-mailed to
7 those Class Members via first class mail.

8 7. As of the date of this declaration, eleven (11) Notice Packets are considered
9 undeliverable. Specifically, the Notice Packets were undeliverable since an updated address could
10 not be obtained.

11 8. PSA has received four (4) Request for Exclusion (i.e. “Opt-Out’s”). The deadline
12 for Class Members to submit an “Opt-Out” request was September 7, 2021.

13 9. PSA has received zero (0) Objections to the Settlement. The deadline for Class
14 Members to submit an “Objection” to the Settlement was September 7, 2021.

15 10. There are no outstanding disputes.

16 11. The Net Settlement Fund of \$597,011.32 available to pay Class Members was
17 determined by subtracting the Class Counsel’s requested fee award (\$333,333.33), Class Counsel’s
18 costs payment (\$11,155.35), Class Representative Enhancement (\$10,000.00), payment to the
19 LWDA (\$30,000.00), and the PSA’s costs (\$18,500.00) from the Maximum Settlement Amount
20 (\$1,000,000.00). Based upon the calculations stipulated in the Settlement, the highest individual
21 settlement payment to be paid will be approximately \$392.06, and the lowest individual settlement
22 payment to be paid will be approximately \$23.36, with the average individual settlement payment
23 to be paid being approximately \$242.20.

24 12. PSA’s costs associated with the administration of this matter are \$18,500.00. This
25 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
26 distribution. A true and correct copy of the invoice from PSA is attached hereto as **Exhibit B**.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on September 17, 2021 at Fullerton, California.

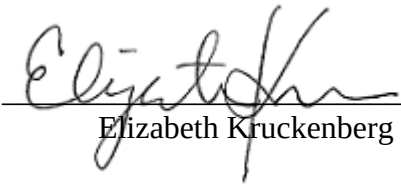
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Exhibit A

Franklin Amog v. El Camino Hospital
 Superior Court of California, County of Santa Clara
 (Case No. 20CV363828)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF EL CAMINO HOSPITAL IN THE STATE OF CALIFORNIA AND WERE PAID SHIFT DIFFERENTIAL AND/OR PER DIEM WAGES DURING THE PAY PERIOD BEGINNING FEBRUARY 10, 2019, THROUGH THE PAY PERIOD ENDING SEPTEMBER 21, 2019, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Santa Clara County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

ATTN: «Contact»
 «Address_1»
 «City», «State» «ZIP_Code»

**YOU ARE ESTIMATED TO RECEIVE
 APPROXIMATELY «Est_Set_Amt»
 THROUGH THIS CLASS ACTION
 SETTLEMENT**

- Franklin Amog (“Named Plaintiff”), has sued El Camino Hospital (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: September 7, 2021)	If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: September 7, 2021)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. Alternatively, you may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without written objection. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

**THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE
EXPLAINED IN THIS NOTICE.**

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to provide accurate itemized wage statements to Class Members, in violation of California Labor Code section 226(a). Specifically, Plaintiff alleges that the wage statements did not identify the correct total hours worked when shift differential and/or per diem wages were paid. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why is This a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Franklin Amog), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Santa Clara County Superior Court is in charge of the case. The lawsuit is known as *Franklin Amog v. El Camino Hospital*, Case No. 20CV363828.

4. Why is There a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current or former employee of El Camino Hospital in the State of California who received the payment of shift differential and/or per diem wages at any time between the pay period beginning February 10, 2019 and ending September 21, 2019 (the “Class Period”) is a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$1,000,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Maximum Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Maximum Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$18,500.00; (b) class representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$333,333.33; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (f) payment of \$30,000.00 to the Labor and Workforce Development Agency. **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class representative service award, remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of wage statements reflecting the payment of shift differential and/or per diem wages you received from Defendant during the pay period beginning February 10, 2019 and ending September 21, 2019, as compared to the total number of wage statements received by all class members in that same period. Based upon Defendant's records, the number of applicable wage statements you received is determined to be «Total_Wage_Statements». If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements with payment for wages, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of wage statements you received that included payment for shift differential and/or per diem wages during the pay period beginning February 10, 2019 and ending September 21, 2019 is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 no later than September 7, 2021. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

All claims, including penalties, costs and attorneys' fees related thereto, that could have been brought under the facts and allegations made in the operative Complaint, including claims for violation of Labor Code section 226 and penalties under the California Private Attorneys' General Act predicated on alleged violation of Labor Code section 226, that accrued any time from February 5, 2019 through June 23, 2021.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Franklin Amog v. El Camino Hospital* settlement.

Be sure to include your name, contact information, and your signature. You must mail your exclusion letter postmarked no later than September 7, 2021, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

12. If I Don't Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is September 7, 2021.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell the Court that I Don't Believe that the Settlement is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All written objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than September 7, 2021, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 as well as to the Court at the following address: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, CA 95113. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

However, if you decide to object to the proposed settlement, written objections are not required. You may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without written objection.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class Members who wish to appear at the final fairness hearing should contact class counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member will be paid by class counsel.

14. What Is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Maximum Settlement Amount. Class Counsel will ask for up to \$333,333.33 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Maximum Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

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

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Patricia M. Lucas on October 13, 2021, at 1:30 p.m., to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class members who wish to appear at the final fairness hearing should contact class counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member will be paid by class counsel.

If there are objections, the Court will consider them at the final approval hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel or the Settlement Administrator: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Toll-Free Phone Number: (800) 523-5773.

19. What is the Contact Information for the Court and Class Counsel?

The address for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Superior Court of California, County of Santa Clara 191 N. First San Jose, CA 95113	DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew Nicholas Rosenthal 515 S. Figueroa Street; Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554

	POLARIS LAW GROUP William L. Marder 501 San Benito Street; Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333
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WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Franklin Amog v. El Camino Hospital
c/o Phoenix Settlement Administrators.
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2,469
Opt Out Rate	0%
Opt Outs Received	4
Total Class Claimants	2,465
Subtotal Admin Only	\$18,753.25

TOTAL COSTS	\$18,500.00
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September 17, 2021

Case: Amog v. El Camino Hospital

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	247	\$493.80
NCOA (USPS)	\$0.15	2,469	\$370.35
Total			\$1,614.15

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	2,469	\$370.35
Notice Packet & Opt-Out Form	\$1.25	2,469	\$3,086.25
Estimated Postage (up to 1 oz.)	\$0.60	2,469	\$1,481.40
Total			\$5,253.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	57	\$57.00
Remail Notice Packets	\$1.25	46	\$57.50
Estimated Postage	\$0.60	46	\$27.60
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$357.10

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	4	\$20.00
Case Manager	\$85.00	3	\$255.00
Total			\$940.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.10	2,465	\$2,711.50
Estimated Postage Checks, W2 and 1099	\$0.50	2,465	\$1,232.50
Total			\$5,354.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$1.50	300	\$450.00
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$85.00	8	\$680.00
Conclusion Reports	\$115.00	4	\$460.00
Case Manager Conclusion	\$85.00	4	\$340.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	300	\$450.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,500.00	1	\$1,500.00
Total			\$5,235.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$18,753.25