

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

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

JOSELUIS DAVILA, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

HAYWARD SISTERS HOSPITAL dba ST.
ROSE HOSPITAL, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. RG20074747

[Hon. Brad Seligman, Department 23]

**DECLARATION OF KEVIN LEE WITH
RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: April 11, 2023
Time: 3:00 p.m.
Department: 23

Reservation No.: A-20074747-001

Complaint Filed: September 23, 2020

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Davila v. Hayward Sisters Hospital dba St. Rose Hospital*. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of wage statements each Class Member worked during the period from September 23, 2019 to March 29, 2022 (“Class Period”) and the number of wage statements that each Aggrieved Employee worked during the time period from September 23, 2019 to March 29, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Wage Statements submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On February 2, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, dates of employment, and wage statements for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand six (1,006) individuals identified as Class Members.

1 4. On February 8, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On February 8, 2023, Phoenix mailed the Notice via U.S. first class mail to all one
6 thousand six (1,006) Class Members on the Class List. A true and correct copy of the mailed Notice
7 is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, forty-nine (49) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the forty-nine (49) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the forty-nine (49) Notices that were skip traced, forty-nine (49) updated addresses
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

15 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
16 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is
17 March 25, 2023.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement is March 25, 2023.

20 10. As of the date of this declaration, Phoenix has received zero (0) Wage Statement
21 Disputes from Class Members. The deadline for submitting a dispute is March 25, 2023.

22 11. As of the date of this declaration, there are one thousand six (1,006) Class Members
23 who have not submitted Requests for Exclusion and are therefore deemed Settlement Class
24 Members, representing 100% of the Class. Settlement Class Members have worked a collective
25 total of thirty-five thousand seven hundred four (35,704) Wage Statement during the Class Period.
26 Each Wage Statement Period is valued at approximately \$13.97.

27 12. The Escalator Clause of the Settlement Agreement indicates if the actual Wage
28 Statements increase by more than thirty-seven thousand eight hundred (37,800), the Gross

1 Settlement Amount shall increase on a pro rata basis equal to the percentage increase. Since the
2 Wage Statements did not exceed this amount, the Escalator Clause was not triggered.

3 13. The Net Settlement Amount of \$498,952.29 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$336,000.00),
5 and Class Counsel costs (\$5,047.71), requested Enhancement Payment to Plaintiff JoseLuis Davila
6 (\$10,000.00), the PAGA Penalty Fund (\$144,000.00), and the requested Settlement Administration
7 Costs (\$14,000.00) from the Gross Settlement Amount (\$1,008,000.00).

8 14. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Share to be paid is approximately \$922.33, the lowest Individual Settlement Share to be
10 paid is approximately \$13.97, while the average Individual Settlement Share to be paid is
11 approximately \$495.98. Settlement Class Members will be issued payment of their Individual
12 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
13 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
14 Settlement Payment").

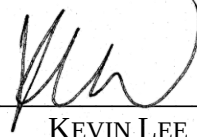
15 15. Additionally, \$144,000.00 of the Gross Settlement Amount has been allocated
16 toward penalties under the Private Attorneys General Act ("PAGA Penalty Fund"), of which 75%,
17 or \$108,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
18 25%, or \$36,000.00, of which shall be paid to all current and former hourly non-exempt individuals
19 who are or were employed by Defendant during the PAGA Period. There are one thousand six
20 (1,006) Aggrieved Employees who worked a total of thirty-five thousand seven hundred four
21 (35,704) Wage Statements during the PAGA Period. The highest Individual PAGA Payment to be
22 paid is approximately \$66.55, and the average Individual PAGA Payment to be paid is
23 approximately \$35.79.

24 16. Phoenix's costs associated with the administration of this matter are \$14,000.00.
25 This includes all costs incurred to date, as well as estimated costs involved in completing the
26 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
27 **Exhibit B.**

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct.

3 Executed this 16th day of March 2023, at Orange, California.

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KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Joseluis Davila v. Hayward Sisters Hospital dba St. Rose Hospital,
Superior Court of the State of California for the County of Alameda Case No. RG20074747

If you were a non-exempt employee for Hayward Sisters Hospital dba St. Rose Hospital in the State of California and paid shift differential wages at any time from September 23, 2019, through March 29, 2022 (“Class Period”), you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Alameda (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Joseluis Davila, against Defendant, Hayward Sisters Hospital dba St. Rose Hospital, which has been designated Case No. RG20074747 (the “Action”).

- The Action alleges Defendant failed to furnish wage statements that accurately show the total hours worked to non-exempt employees who were paid shift differential wages. On this basis, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide cash payments to Class Members, based on the number of relevant wage statements that they received during the Class Period.
- Based on Defendant’s records, you received «Wage_St» relevant wage statements during the Class Period. An *estimate* of the amount that could be allocated to you is «Amount». Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.

If the Court approves the Settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were a Class Member because you were employed as a non-exempt employee by Defendant in the State of California and were paid shift differential wages at any time from September 23, 2019, through March 29, 2022 (the “Class Period”). All Class Members are also “Aggrieved Employees” under PAGA and may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action Settlement and Release (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On September 23, 2020, Plaintiff filed a complaint in Court that alleged that Defendant failed to provide accurate, itemized wage statements to Plaintiff and other non-exempt employees who were paid shift differential wages. Specifically, Plaintiff alleged that whenever shift differential wages are paid, Defendant fails to itemize the accurate total hours worked on wage statements furnished to Plaintiff and other non-exempt employees. Plaintiff alleged that when the hours shown on the wage statements are added up, they do not appear to add up to the actual total hours worked.

Defendant denies and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$1,008,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$144,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated and entirely payable to Aggrieved Employees on a pro rata basis, based on the number of relevant wage statements they received. These payments shall be classified for tax reporting purposes as penalties.

Individual Class Payments: Individual Class Payments shall be distributed to Settlement Class Members, without the need to submit a claim form. Individual Class Payments and allocated among Settlement Class Members on a pro rata basis, based on the number of relevant wage statements they received. These allocations shall be classified for tax reporting purposes as penalties.

Through this settlement, each Class Member shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$336,000.00) and (b) litigation costs of up to \$20,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$14,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents, subsidiaries, officers, managers, directors, and any of their officers, directors, managers, managing agents, and successors and assigns (a "Released Party") from any and all claims for violations of Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, all Aggrieved Employees and the LWDA fully release Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Settlement Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

If you want to object to the class action settlement, you may appear at the final approval hearing to object to the class action settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by March 25, 2023.

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by March 25, 2023.

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator:	Class Counsel:	
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1006
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1006
Subtotal Admin Only	\$14,163.46

TOTAL COSTS	\$14,000.00
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March 16, 2023

Case: Davila v. St. Rose Hospital

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	159	\$318.00
NCOA (USPS)	\$0.15	1006	\$150.90
		Total	\$1,358.90

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.25	1,006	\$251.50
Notice Packet & Opt-Out Form	\$1.50	1,006	\$1,509.00
Postage (up to 1 oz.)	\$0.71	1,006	\$714.26
Static Website	\$200.00	1	\$200.00
		Total	\$2,989.76

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	\$2.50	49	\$122.50
Remail Notice Packets	\$1.75	49	\$85.75
Postage	\$0.71	49	\$34.79
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$458.04

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$175.00	2	\$350.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	0	\$0.00
Case Manager	\$85.00	4	\$340.00
		Total	\$1,260.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$125.00	3	\$375.00
Check Run Setup & Printing	\$135.00	5	\$675.00
Mail Class Checks, W2 and 1099 *	\$1.25	1,006	\$1,257.50
Estimated Postage Checks, W2 and 1099	\$0.71	1,006	\$714.26
Total			\$4,021.76

* 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	\$135.00	3	\$405.00
Remail Undeliverable Checks (Postage Included)	\$1.50	60	\$90.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	400	\$600.00
Uncashed Check QSF Tax Filing	\$450.00	2	\$900.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$4,075.00

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

Total: \$14,163.46