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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JESSICA HERRIGAN, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,
v.

CHILDREN'S SPECIALISTS OF SAN
DIEGO, A MEDICAL GROUP, INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2021-00014044-CU-OE-CTL

**DECLARATION OF JESSICA HERRIGAN
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 2, 2022
Time: 9:00 a.m.

Judge: Hon. Joel Wohlfeil
Dept.: 73

1
2 I, JESSICA HERRIGAN, declare as follows:

3 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
4 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
5 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
6 Counsel Award and Class Representative Service Award. I have personal knowledge of all the facts
7 stated herein. I could and would competently testify under oath to these facts in court if requested to do
8 so.

9 2. I retained Class Counsel in August 2020 and filed the lawsuit in March 2021. I filed the
10 case on behalf of myself and a class of all non-exempt employees employed by CHILDREN'S
11 SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC. ("Defendant") in California between
12 March 30, 2017, to January 18, 2022.

13 3. I have worked for Defendant as a non-exempt employee, in San Diego County, since
14 October of 2015. Throughout my employment, I was subject to Defendant's written policies and
15 procedures contained in, among other documents, the "Meal and Rest Period Policy" and
16 "Timekeeping" policy.

17 4. I filed the case because I believed my rights as an employee were violated by Defendant
18 and also the rights of other employees that worked for Defendant. Among other claims, I believe
19 Defendant failed to pay me for all hours worked, failed to provide legally compliant meal and rest
20 periods, failed to furnish accurate itemized wage statements, and failed to provide accurate itemized
21 wage statements.

22 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
23 my attorneys. We discussed my work experience and how company policies were applied to me and
24 other employees. I provided the attorneys with the documents they requested. We reviewed the
25 documents together and asked and answered many questions regarding my experience working for
26 Defendant, the litigation process and about class actions generally.

1 6. I decided to go through with the case because I believed violations occurred and most
2 employees would not know what their rights are and even if they did, they would be apprehensive to file
3 a lawsuit against their employer for fear of retaliation.

4 7. **Review and Approval of Settlement:** A mediation was held on January 18, 2022. Even
5 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
6 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
7 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
8 accepted. I am satisfied with the terms of the settlement that was agreed to by the parties. I reviewed
9 and signed the Memorandum of Understanding on January 19, 2022, and when the settlement papers
10 were ready, I signed on March 15, 2022.

11 8. **General Release:** As part of the Settlement Agreement, I executed a general release of
12 all claims arising out of my employment with Defendant. I understand that the Class Representative
13 Service Award is intended, in part, to compensate me for this general release.

14 9. **Participation:** Since I retained Class Counsel approximately twenty-seven months ago, I
15 have been actively involved with this class action lawsuit performing the duties described above. While
16 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
17 reviewed important court filings, and spent considerable time on the issues presented during the
18 litigation and in the settlement process. I estimate that I spent approximately 20 hours working on this
19 case.

20 10. Also, my attorneys explained to me that the settlement process involved a two-step review
21 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
22 and paid. I knew this process also involved notifying all class members of the settlement terms and of
23 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
24 settlement.

25 11. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
26 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
27 that despite the written terms of the Settlement Agreement that I signed, that I am entitled to a Class
28 Representative Service Award of \$10,000 from the settlement. This amount would be fair compensation

1 for the (1) the general release I executed, (2) the work I performed, the sacrifices made not pursuing this
2 case individually, and (3) the risks I undertook.

3 12. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
4 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
5 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
6 for \$10,000 as a service award is fair and reasonable.

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on Nov 4, 2022, at Yuma, AZ, California.

10 By:  Jessica Horrigan E/K/A Jessica Horrigan (Nov 4, 2022 11:38 PDT)
11 JESSICA HERRIGAN