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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRIS FARLEY, IRENE IMSOM,
SHELBY WARD, and DARLENE
GRIFFITH, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SHARP MEMORIAL HOSPITAL, a
California Corporation; and Does 1 through 50,
Inclusive;

Defendants.

Case No. 37-2021-00006007-CU-OE-CTL

**DECLARATION OF SHELBY WARD
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 1, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Robert Longstreth
Dept.: C-65

Action Filed: February 9, 2021
Trial Date: Not set

1 I, Shelby Ward, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I was employed as a Patient Transporter by Sharp Memorial Hospital ("Sharp") in San
10 Diego, California from July of 2019 through May of 2020 and was classified by Sharp as a non-
11 exempt employee during that time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to the rigorous requirements of the job and the company's failure to provide relief,
24 Sharp routinely failed to provide me with reasonable opportunities to receive compliant meal and
25 rest breaks and also failed to compensate me with all the penalty pay I was entitled to for these
26 violations. Also, during pay periods when I worked overtime and was also entitled to shift
27

1 differentials, such as when I worked the graveyard shift, Sharp failed to factor the shift
2 differential into my regular rate and by failing to do so I was underpaid overtime during those
3 pay periods. Also, my wage statements were often incomplete and/or inaccurate because, for
4 example, they did not accurately reflect the total hours I worked.

5
6 6. I spoke to my attorneys and discussed how Sharp implemented its company policies and
7 procedures. I also assisted my attorneys in their investigation into my claims by providing them
8 documents and answering their questions. I was also able to access court-filed documents in this
9 case on the firm's website so that I could review them and keep up with the developments in the
10 case which I understood was one of my duties as a class representative. I also contacted my
11 attorneys from time to time if I had any questions about the case.

12
13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
16 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
17 benefit of the class members and surrender any right to compromise the group action for an
18 individual gain.

19
20 8. I understood that being a plaintiff/class representative in this case meant that I
21 was seeking damages not only for myself but also other current and/or former non-exempt
22 employees working for Sharp in California. I felt that these individuals were not aware of their
23 labor law rights and even if they were they would probably be apprehensive about speaking up or
24 even simply because of the time, effort and risk involved in filing a class action lawsuit.

25
26 9. I understood that being a part of this lawsuit involved risks. For example, my
27 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to

1 pay for all or part of the attorney fees and costs paid by Sharp to defend this lawsuit. Also, I
2 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
3 against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be
4 difficult for a future employer to become aware that I sued a former employer for labor law
5 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
6 the rights of others regardless of the risks, time and effort I spent on this case.
7

8 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
9 kept up to date on important developments by reviewing court filings that were made available to
10 me electronically as I described above.

11 11. A mediation took place on January 23, 2023 with Tripper Ortman, a well-
12 respected and experienced mediator of wage and hour class actions. After the mediation the
13 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
14 communicated with my attorneys regarding the terms of the settlement which was reached
15 between the parties and understood that I was representing absent class members and therefore
16 wanted the best possible result to be obtained for the class members and I believe a very positive
17 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
18 Understanding on February 24, 2023 and when the final settlement papers were ready, I closely
19 reviewed the Settlement Agreement which I signed on June 20, 2023.
20
21

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
25 the settlement process. I estimate that I spent approximately 25-30 hours working on this case
26 up until this point. I believe I have been diligent and have done what is expected of a named
27

1 plaintiff and a proposed class representative to date, and will continue to do so. I have and
2 always will maintain the best interest of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement.
5 I know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,
10 subject to court approval, are in line to receive monetary payments as a result of this case and
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
14 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
15 compensation for the work I performed and the risks I undertook.
16

17 15. As part of the settlement it was necessary for me to sign a general release of all
18 claims I may have against Sharp. I believe the Class Representative Service Payment I have
19 requested provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Sharp's costs in the event
23 we did not win the case, the reputational risk that future employers may hold this lawsuit against
24 me, the general release, and in light of the size of the settlement, I believe the request for \$10,000
25 as a Class Representative service payment is fair and reasonable.
26

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

3 Executed on Oct 30, 2023, at San Diego, CA.
4 (city, state)

5 
6 Shelby ward (Oct 30, 2023 23:47 PDT)
7 Shelby Ward