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 County of Monterey
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF MONTEREY**

SHARON MORRIS, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HOSPITAL OF THE
 MONTEREY PENINSULA, a California
 nonprofit corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 21CV001953

(Assigned to the Honorable Thomas W. Wills,
 Dept. 15)

**DECLARATION OF SHARON MORRIS IN
 SUPPORT OF PLAINTIFF'S MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

Date: May 13, 2022

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: June 16, 2021

FAC Filed: August 6, 2021

SAC Filed: January 24, 2022

Trial Date: None Set

DECLARATION OF SHARON MORRIS

I, Sharon Morris, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of Texas. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Community Hospital of the Monterey Peninsula ("Defendant") from on or about September 28, 1987, until on or about May 6, 2021, as a Chemical Dependency Counselor. During my employment with Defendant, I worked as a non-exempt employee and was paid on an hourly basis.

3. During my employment with Defendant, I was underpaid sick pay wages, and meal and rest break premium wages. Specifically, I was regularly paid shift differential wages, such as "PMDiff" wages, that were not factored into the regular rate of pay for the purposes of paying sick pay wages, and/or meal and rest break premium pay.

4. I understand that this action was brought on behalf of all other non-exempt hourly employees in the State of California, and I am acting as a representative for the Class. As class representative, I understand that it is my responsibility to act in the best interest of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my claims separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

5. I have and continue to be willing to assist in the investigation of this matter, including providing any necessary information and documents, as well as make myself available for trial or any further proceeding in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed class and will carry out those duties as necessary. I have performed a number of tasks as the representative of the Class in connection with the prosecution of this matter, including discussing the lawsuit with my counsel on a number of occasions, providing documents and information to my counsel, and reviewing

1 various pleadings and documents, including my PAGA letters, the complaint, the Memorandum
2 of Understanding, and the Settlement Agreement.

3 6. I have discussed the terms of the settlement with my attorneys, and based on the
4 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
5 for the entire Class.

6 7. I also executed a general waiver of any and all claims, including a waiver of
7 California Civil Code § 1542, which I understand was not required of other Class Members.

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

10 Executed on this 20 day of April, 2022, at Kyle, Texas.

11 DocuSigned by:
12 Sharon Morris
13 FF50A29926DD495...
Sharon Morris