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Attorneys for Plaintiff, the Class, and Aggrieved Employees

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 FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 9, 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. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 30 hours in connection with the assistance/prosecution of the claims in this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, searching for and providing various documents relating to my claims, reviewing various files and pleadings in this case, including my PAGA letters, the complaints, the Settlement Agreement, and my declarations. Throughout this case, I have continuously been kept apprised of the status of this case.

5. I understand that this action was brought on behalf of other similarly situated employees, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of 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

1 affect my ability to serve as representative for the Class.

2 6. I do not have any relationship of any kind with Watsonville Law Center.

3 7. I have and continue to be willing to assist in the investigation of this matter as
4 well as make myself available for trial or any further proceedings in this matter as required to
5 represent the interests of the Class. I also understand my duties and responsibilities to the
6 proposed Class and will carry out those duties as necessary.

7 8. I have discussed the terms of the Settlement Agreement with my attorneys, and
8 based on the information provided, I believe the Settlement to be fair, adequate, and reasonable
9 for myself and for the entire Class.

10 9. I understand that I could have been liable for Defendant's legal costs had
11 Defendant prevailed. I also understand that this lawsuit was filed in the public court records,
12 which may affect my ability to obtain future employment.

13 10. In connection with the settlement, I also executed a general release of any and all
14 claims, known and unknown, including a waiver of Civil Code § 1542, which was not required
15 of other Class Members.

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

18 Executed on this 10th day of August 2022, at Kyle, Texas.

19 DocuSigned by:
20 Sharon Morris
21 Sharon Morris
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