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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ROSANIEVES MORAN, SHALIECIA
WILLIAMS, and MARY CANTERBURY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SHARP HEALTH CARE, a California
Corporation; and DOES 1-50, inclusive,

Defendant.

Case No, 37-2019-00050203-CU-OE-CTL
Consolidated with
Case No 37-2021-00041988-CU-OE-CTL
Case No. 37-2021-00051867-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE Richard S. Whitney, Dept. C-68

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 15, 2023
Time: 10:30 a.m.

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Moran, et*
6 *al v. Sharp Healthcare* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Class Action/PAGA Settlement And Fairness Hearing* and *Exhibit A* (referred
18 to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving Class
19 Members’ disputes over the number of pay periods Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized *Exhibit A*; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On April 12, 2023, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On April 25, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable pay periods worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 12,721 individuals.

6 6. As part of the preparation for mailing, all 12,721 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On May 5, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
15 12,721 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 534 Notice Packets have been returned to our
18 office. Of the 534 returned Notice Packets, 5 were returned with a forwarding address and promptly
19 re-mailed to the forwarding address provided. ILYM Group performed a computerized skip trace
20 on the 529 returned Notice Packets that did not have a forwarding address, in an effort to obtain an
21 updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 404
22 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Class
23 Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 409 Notice Packets have been re-mailed.
25 Specifically, 5 were re-mailed as a result of a forwarding address provided by the USPS and 404
26 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 125 Notice Packets have been deemed
28 undeliverable. Specifically, 125 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has received 15 valid requests for
3 exclusion. The deadline to request exclusion from the Settlement was June 19, 2023. The valid
4 exclusions are from Araceli Vizcarra, Charlene Terry, Cory Despain, Cynthia McGowan, Edwina
5 Selland, Felicia Brann, James Dunker, Jennifer Salaz, Judy Serrano, Kenneth Erickson, Lisa
6 Simpson, Mary Elington, Nancy Coleman, Richard Gaertner, and Sue Liao.

7 12. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to submit a written objection to the Settlement was June 19, 2023.

9 13. As of the date of this declaration, ILYM Group will report a total of 12,706
10 Participating Class Members, representing 99.88% of the 12,721 Class Members.

11 14. Participating Class Members will receive a proportional share of the Class
12 Employee Fund through individual settlement payments, based on the number of Pay Periods
13 worked by Class Members during the Class Period. The Class Employee Fund is the amount
14 remaining after deduction of the Court-approved payments from the Maximum Settlement Amount
15 for Attorney Fees, Attorney Costs/Expenses, the Class Representative Service Awards, Settlement
16 Administration Costs to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

17	Maximum Settlement Amount	\$ 4,265,000.00
18	Attorney Fees	\$ 1,411,667.00
19	Attorney Costs/ Expenses	\$ 75,000.00
20	Service Award – Moran	\$ 10,000.00
21	Service Award – Williams	\$ 10,000.00
22	Service Award - Canterbury	\$ 10,000.00
23	ILYM Group Fees	\$ 65,000.00
24	PAGA Penalties to LWDA	\$ 161,250.00
25	PAGA Penalties to PAGA Employees	\$ 53,750.00
26	Class Employee Fund	\$ 2,468,333.00

27 To determine a Participating Class Member's individual Settlement Share, the pay period value will be
28 established by dividing the Class Employee Fund by all pay periods for the Participating Class Members

1 during the Class Period. The pay periods worked by Participating Class Members during the Class Period
2 will be determined by the actual number of pay periods worked by each Participating Class Member based
3 on Defendant's records, The pay periods worked after February 21, 2020, will be multiplied by two for
4 purposes of determining a Participating Class Member's pay period count. The Individual Settlement Share
5 for each Participating Class Member will be determined by multiplying the Pay Period Value by each
6 Participating Class Member's individual pay periods. Based on these calculations, the Participating
7 Claimants will receive an estimated average gross payment of \$194.27, with the estimated highest gross
8 payment being \$735.49.

9 15. ILYM Group's total fees and costs for services in connection with the administration
10 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
11 costs for completion of the settlement administration, are \$65,000.00. ILYM Group's work in
12 connection with this matter will continue with the calculation of the settlement award payments,
13 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
14 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
15 Group to perform.

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 16th day of August 2023, at Tustin, California.

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21
22 *Nathalie Hernandez*
23 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION/PAGA SETTLEMENT AND FAIRNESS HEARING

TO: All current and former non-exempt employees of Sharp Healthcare, excluding bargaining unit nurses, from September 23, 2015 through March 12, 2023.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.**

YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR SEPTEMBER 15, 2023, AT 10:30 A.M BEFORE THE HONORABLE RICHARD S. WHITNEY, SUPERIOR COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, TO CONSIDER A PROPOSED SETTLEMENT OF THE CLAIMS THAT HAVE BEEN BROUGHT ON YOUR BEHALF.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.ilymgroup.com, by contacting Class Counsel (contact information set out in section VII below), by accessing the Court docket in this case through the online Register of Actions at <https://roa.sdcourt.ca.gov/roa/>, or by visiting the office of the Clerk of the Court located at 330 W. Broadway, San Diego, California, 92101, Monday through Friday, excluding Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. The Amount you will be paid under this Settlement is on the last page of this document.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Estimated_Settlement_Amount». See the explanation in Exhibit A. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Claims as detailed below. If your address has changed, you must notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an PAGA Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released Claims for PAGA Penalties regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained below in Part VI.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided below in Part V.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

I. INTRODUCTION

On September 23, 2019, Plaintiff Rosanieves Moran filed a lawsuit against Defendant Sharp Healthcare (“Sharp” or “Defendant”) for damages, interest, penalties and other monetary relief for failure to pay all wages owed, provide meal period, failure to authorize rest breaks, inaccurate wage statements and other related claims including penalties under the Private Attorney General Act (“PAGA”). On October 1, 2021, Plaintiffs Shaliecia Williams and Mary Canterbury filed a class action lawsuit and on December 10, 2021, they filed a PAGA lawsuit. A Consolidated Third Amended Complaint was filed on June 2, 2022, consolidating the three lawsuits (“Operative Complaint”). Rosanieves Moran, Shaliecia Williams and Mary Canterbury are jointly referred to herein as “Plaintiffs”.

Class Counsel in this matter are James R. Hawkins and Gregory Mauro of James Hawkins APLC and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

A tentative settlement of the case has been reached with Sharp. The settlement applies to the following settlement “Class” defined as: All current and former non-exempt employees of Sharp, excluding bargaining unit nurses, from September 23, 2015 through March 12, 2023 (“Class Period”).

II. THE REASON YOU HAVE RECEIVED THIS NOTICE

You are a Class Member for purposes of the settlement of this case. Your rights will be affected because the current Plaintiffs/Class Representatives, Rosanieves Moran, Shaliecia Williams and Mary Canterbury and Sharp (“the Parties”), have tentatively settled the lawsuit. Pursuant to that tentative settlement, the Court is considering the entry and final approval of the settlement. On April 11, 2023, the Court preliminarily determined that this lawsuit could be settled against Sharp.

You are hereby notified that:

1. A settlement of the claims of on behalf of Class Members has been proposed by Class Representatives Rosanieves Moran, Shaliecia a Williams and Mary Canterbury, on the one hand, and Sharp, on the other.
2. The proposed settlement has been submitted to the Court and has received preliminary approval.
3. You and any Class Members have the right to object to the proposed settlement by following the procedures in Part V of this notice or to opt out of the proposed settlement by following the procedures set forth in Part VI of this notice.
4. A hearing to finally approve the settlement is scheduled for September 15, 2023, at 10:30 a.m. in Dept. 68, at the San Diego Superior Court, located at 330 W. Broadway, San Diego, California, 92101, before the Honorable Richard S. Whitney.

At the hearing, any Class Member who did not opt-out may appear and object to the proposed settlement. However, following the procedures set forth in Part V of this Notice are strongly encouraged. You should read that part carefully.

This notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party in these lawsuits. This notice is sent for the sole purpose of informing you of the pendency of this lawsuit and the terms of the proposed settlement so that you may make appropriate decisions. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, who are identified in Part VII below.

III. NATURE OF THE LAWSUIT

In this case, Plaintiffs sued Sharp for that alleged violations of California’s wage and hour laws with respect to Plaintiffs and Class Members by, *inter alia*, failing to pay for all wages, failure to provide legally compliant meal periods, rest breaks or pay a premium in lieu thereof, failure to timely pay wages at termination, failing to provide compliant wage statements, failure to reimburse expenses and thereby also violated California Business &

Professions Code section 17200, et seq. and seeks penalties under PAGA, as well as fees and costs. Sharp denied and continues to deny all of the allegations made by Plaintiffs.

Plaintiffs and Sharp have tentatively settled this lawsuit. The settlement has received preliminary approval of the Court, subject to notice being provided to Class Members and final approval by the Court after a public hearing. This proposed settlement is described in the next section.

As a Class Member, you will receive money from the proposed settlement if the Court grants final approval. If the proposed settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

IV. SUMMARY OF THE RELIEF GRANTED BY THE PROPOSED SETTLEMENT AGREEMENT

For purposes of settlement, and without admitting any liability, Sharp has agreed to provide certain relief to Class Members. The following is only a summary of the relief contained in the proposed settlement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern. The relief granted by the proposed Settlement Agreement is summarized as follows:

1. Sharp will pay the total sum of Four Million and Two Hundred Sixty-Five Thousand Dollars (\$4,265,000.00) (“Maximum Settlement Amount”). All of the following payments will be made out of the Maximum Settlement Amount: attorneys’ fees and costs awarded to Class Counsel, any enhancement awarded to the Class Representatives, the costs of the appointed Settlement Administrator, \$215,000.00 deemed payment for PAGA penalties (the “PAGA Payment”) (75% goes to the LWDA and 25% to Class Members who worked from September 23, 2018 through March 12, 2023 (the “PAGA Employees”)), and employee-side payroll taxes on the portion of the settlement treated as wages. Employer-side payroll taxes shall be paid in addition to the Maximum Settlement Amount.
2. Out of the Maximum Settlement Amount, Sharp will pay reasonable attorneys’ fees as determined by the Court not to exceed \$1,411,667.00 and actual costs incurred by Class Counsel (not to exceed \$75,000). All payments for attorneys’ fees and costs will be paid from the Maximum Settlement Amount, which will reduce any payments made to the Class Members. Class Counsel will apply to the court for approval of their attorneys’ fees and costs at the hearing scheduled for September 15, 2023, at 10:30 a.m.
3. Plaintiffs will apply for a service awards in the amount of \$10,000 each. The service award is in recognition of the time and efforts Plaintiffs expended in this case on behalf of the Class Members.
4. The settlement provides monetary compensation to Class Members for unpaid compensation, unpaid premiums, interest thereon, PAGA penalties and other penalties.
5. Any Participating Class Member has the right to object to the proposed settlement by following the procedures set forth in Part V below or to opt out as set forth in Part V below.
6. In exchange for the payments set for above, the Class Member will provide Sharp with the releases set forth in Section VIII below.

Calculation of Settlement Shares to Class Members. Under the Settlement, each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share). The amount that each Class Member shall be eligible to receive under the Settlement shall be determined by converting the Class Employee Fund into a Pay Period Value. The pay period value will be established by dividing the Class Employee Fund by all pay periods for the Participating Class Members during the Class Period. The pay periods worked by Participating Class Members during the Class Period will be determined by the actual number of pay periods worked by each Participating Class Member based on Defendant's records. The pay periods worked after February 21, 2020, will be multiplied by two for purposes of determining a Participating Class Member's pay period count. This weighting is required because a portion of the claims at issue in this Action were previously settled in the case entitled *Diersing v. Sharp Healthcare*, San Diego Superior Court Case Number No. 37-2017-00029164-CU-OE-CTL. The Individual Settlement Share for each Participating Class Member will be determined by multiplying the Pay Period Value by each Participating Class Member's individual pay periods.

Based upon the equitable formula that has been devised, not all Participating Class Members will receive the same amount from the settlement. Monies paid pursuant to the settlement are taxable; all lawful payroll deductions will be taken from 20% of each Class Member's payment, while the remaining 80% will be paid without payroll deductions. PAGA Employees portion of the PAGA Payment will be paid without payroll deductions.

This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment. If final approval is granted, settlement checks will be mailed to the same address as this Class Notice. **You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

V. HEARING AND PROCEDURE FOR OBJECTING TO THE SETTLEMENT AGREEMENT

Unless you object to the proposed Settlement Agreement, you do not need to appear at the hearing at which the Court will consider final approval of the Settlement Agreement. If you object you can appear at the hearing or submit a written objection. All written objections and supporting papers must (a) clearly identify the case name and number (*Moran et al. v. Sharp Healthcare.*, Case No. 37-2019-00050203-CU-OE-CTL), (b) be submitted to the Court either by mailing them to Class Action Clerk, San Diego Superior Court, 330 W. Broadway, San Diego, California, 92101 and to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, and (c) be filed or postmarked on or before June 19, 2023.

VI. OPT-OUT PROCEDURE

You may opt-out of the settlement by submitting an opt-out notice to the Settlement Administrator at P.O. Box 2031 Tustin, CA 92781, not later than forty-five (45) calendar days after the date that the Settlement Administrator first mails the Class Notice – that means that it must be post-marked by June 19, 2023. To be valid, the opt-out notice: (1) must contain your full name, address and last four digits of your social security number; and (2) must be signed by you. The opt-out notice should also state in substance: “*I wish to opt-out of the class action settlement in the Moran case and that I understand that by requesting to opt-out of the settlement, I will receive no money from the settlement.*” If the opt-out notice does not contain the information listed in (1)-(2) or is not postmarked by the date stated above and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid request to opt-out of the settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the opt-out form has been timely submitted. Any Class Members who submit a timely and valid opt-out notice from the settlement will not be entitled to any recovery under the settlement (except for his or her portion of the PAGA Payment, if applicable) and will not be bound by the terms of the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a timely and valid opt-out request on or before the Response Deadline shall be Class Members bound by all terms of the settlement and the Final Approval Order entered in this Action if the settlement is approved by the Court. If you opt-out, you have no right to object to the settlement.

VII. CLASS COUNSEL

If you have any questions concerning the proposed Settlement Agreement, or this Notice, you may contact either of the following Class Counsel:

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
9880 Research Drive, Suite 800
Irvine, CA 92618
Tel.: (949) 387-7200
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Email: James@jameshawkinsaplc.com
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email: kyle@bamlawca.com
email: aj@bamlawca.com

VIII. Releases

If you participate in the settlement you will agree to provide the following release of claims against Sharp:

1. “Released Claims” means all claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by, on behalf of the Class Member and the State of California, themselves and the PAGA Employees for the entire Class Period and the entire PAGA Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiffs’ PAGA Letters and Plaintiffs Operative Complaint in the consolidated actions, arising at any time during the Class Period or PAGA Period, including: (a) failure to pay wages including overtime and minimum wage for all hours worked; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to timely pay wages at termination; (e) failure to provide accurate wage statements; (f) failure to indemnify for necessary business expenses; (g) unfair business practices (Business and Professions Code section 17200 et seq.); (h) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 221, 226, 226.3, 226.7, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, 2699 et. seq., 2802, 2804; (i) claims for violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (j) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Members and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Complaints filed in the Action; and (l) all claims that Plaintiffs, the Class Members and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiffs’ Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs’ Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire PAGA Period and entire Class Period; and expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

2. As of the Effective Date, Plaintiffs and the Participating Class Members (those who do not opt-out) release the Released Parties from the Released Claims in exchange for the consideration provided by the Settlement Agreement. The “Released Parties” are Sharp and its related organizations, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and attorneys.

3. Upon the Effective Date, Sharp shall be entitled to a release from the Plaintiffs and the Class Members who do not opt out of the Released Claims which occurred during the Class Period and a release from the Plaintiffs, the State of California and all PAGA Employees of all Released Claims for PAGA penalties. Both PAGA Employees and/or Participating Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Employees and Participating Class Members shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Employees and Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Employees and Participating Class Members regarding the Released Claims.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR
THE OFFICE OF THE CLERK FOR INFORMATION REGARDING
THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT A

ILYM ID: «ILYMID»
«Contact»

Sharp's records indicate that during the applicable time period, from September 23, 2015 through March 12, 2023, you worked «Total_Pay_Periods_includes_weighted_PP» Pay Periods as a non-exempt employee for Sharp. If you disagree with the Pay Periods figure as set forth above, you must notify the Settlement Administrator in writing by the deadline of June 19, 2023, and attach documentation supporting your dispute. Failure to provide this information, and satisfactory supporting documentation of the Pay Periods you believe you worked for Sharp during the applicable time period will result in any claim you submit being based solely on Sharp's records.

ESTIMATED SETTLEMENT SHARE

Based on the above, your estimated payment is \$«Total_Estimated_Settlement_Amount» (“Settlement Share”). This estimated amount is only an estimate. The actual amount of your Settlement Share may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Members. As a result, you may receive a smaller, or larger, payment.