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13 Attorneys for Plaintiff Amber Bart, on behalf of herself and
14 all others similarly situated and the general public

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF RIVERSIDE**

17 AMBER BART, on behalf herself and all
18 others similarly situated and the general
19 public,

20 Plaintiff,

21 v.

22 PARKVIEW COMMUNITY HOSPITAL
23 MEDICAL CENTER, a California
24 Corporation; and DOES 1 to 100, inclusive,

25 Defendant

) Case No.: RIC 1406044
) Hon. Sharon J. Waters - Dept. 10

) CLASS ACTION

) **[PROPOSED] ORDER AND JUDGMENT**
) **RE: PLAINTIFF'S MOTION FOR**
) **ATTORNEYS' FEES AND COSTS AND**
) **CLASS REPRESENTATIVE**
) **ENHANCEMENT, AND MOTION FOR**
) **FINAL APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: September 13, 2016
) Time: 8:30 a.m.
) Dept.: 10

) Action Filed: June 19, 2014

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[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE
ENHANCEMENT, AND MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 13 2016

L. Hall

1 The Plaintiff, the Plaintiff Class (as defined below), and the settling Defendant, Parkview
2 Community Hospital Medical Center (hereinafter referred to as “Defendant” or “Parkview”)
3 (altogether, “the Parties”) entered into an agreement to settle the above-captioned action as a
4 “Class Action,” subject to the Court’s approval. The Parties’ agreement is titled “Terms of
5 Settlement for Resolution of Action Filed as Class Action, and Commensurate Request for Court
6 Approval” (hereinafter “Original Settlement Agreement”), as modified by the parties’ “First
7 Amendment to Terms of Settlement for Resolution of Action Filed as Class Action, and
8 Commensurate Request for Court Approval” (“First Amendment”). (the Original Settlement
9 Agreement and First Amendment are collectively referred to as the Parties’ “Settlement
10 Agreement”). The Settlement Agreement provides for the payment of compensation to each
11 Class Member according to a formula which uses each employee’s Individual Gross Earnings to
12 determine what percent of the Total Gross W2 Earnings was earned by each Class Member
13 during the applicable Class Period, pursuant to the Revised Preliminary Approval Order entered
14 on May 10, 2016. The Revised Preliminary Approval Order also approved the proposed forms
15 of notice and related documents. The Court entered the Revised Preliminary Approval Order
16 after review and consideration of all of the pleadings filed in connection herewith, and the oral
17 presentations made by counsel at the hearings.

18 In compliance with the Revised Preliminary Approval Order entered May 10, 2016,
19 notice was sent to the Class Members via first class mail by the court approved claims
20 administrator, Rust Consulting, Inc., on June 24, 2016.

21 This matter is now before the Court on Plaintiff’s Motions for Final Approval of the
22 Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement.
23 The Court has read, heard, and considered all of the pleadings and documents submitted, and the
24 presentations made in connection with the Motions which came on for hearing on September 13,
25 2016.

26 This Court finds that the proposed Settlement Agreement is the product of serious,
27 informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant

1 preferential treatment to any individual(s). The Court finds that the Settlement Agreement was
2 entered into in good faith pursuant to California Code of Civil Procedure §877.6, fulfills the
3 requirements of California Rules of Court (“CRC”), rule 3.769 and California Labor Code
4 §§2699(i), (j) & (l), and does not have any residuals that require allocations under California
5 Code of Civil Procedure §384. The Court further finds that the settlement is fair, reasonable and
6 adequate and that Plaintiff, Amber Bart, has satisfied the standards for final approval of a class
7 action settlement under California law.

8 The hearing was attended by Class Counsel, Joseph Antonelli Esq. from the Law Office
9 of Joseph Antonelli. The Defendant was represented by Timothy G. Williams, Esq. and
10 Stephanie Reynolds, Esq. of Pope, Berger, Williams & Reynolds, LLP and David M. Hershorin
11 of Hershorin & Henry, LLP.

12 Based on the foregoing, IT IS HEREBY ORDERED THAT:

13 1. The Court has jurisdiction over the claims of the Settlement Class Members
14 asserted in this proceeding, and over all parties;

15 2. For the reasons set forth in the Revised Preliminary Approval Order of May 10,
16 2016, which is adopted and incorporated herein by reference, for purposes of the Settlement
17 Agreement only this Court finds that the applicable requirements of the California Code of Civil
18 Procedure §382 have been satisfied with respect to the Settlement Classes and the proposed
19 settlement. The Court hereby makes final its earlier provisional certification of the Plaintiff
20 Classes for purposes of settlement only, as set forth in the Revised Preliminary Approval Order.
21 The Court finds the following class has been certified for settlement purposes, and is subject to
22 the Settlement as including “Class Members” as defined in the Original Settlement Agreement,
23 at p. 2, ¶B.2., as follows: **“Each individual who worked for Defendant during the Class**
24 **Period who falls within the definitions of the classes and sub-classes in Plaintiff’s First**
25 **Amended Complaint.”**

26 3. The notice given to the Class Members fully and accurately informed the Class
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1 Members of all material elements of the proposed settlement, including the fact that Class
2 Member shares were based on estimates that may change before the final distribution amount is
3 paid to the Class Members. The notice accurately informed the Class Members of their
4 opportunity to object or comment thereon; was the best notice practicable under the
5 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
6 with the laws of the State of California, due process, and other applicable laws. The notice fairly
7 and adequately described the Settlement Agreement and provided Class Members adequate
8 instructions and a variety of means to obtain additional information. A full opportunity has been
9 afforded to the Class Members to participate in this hearing, and all Class Members and other
10 persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
11 Members who did not timely and properly execute and return a Request for Exclusion are bound
12 by this judgment and order. The Court finds that the Notice period stated in the Revised
13 Preliminary Approval Order entered May 10, 2016, expired on August 5, 2016 and that only
14 twenty-nine (29) Class Members submitted a timely and valid Request for Exclusion which
15 complied with the Court's Revised Preliminary Approval Order entered May 10, 2016. Attached
16 hereto as Exhibit 1 is a list containing the names of all 29 persons who submitted a timely and
17 valid Request for Exclusion. The Court finds that class member Makaba Hall has submitted a
18 valid Request For Exclusion and did not submit an objection. The Court has reviewed the
19 Declaration of Amanda Myette and the July 22, 2016 letter sent to Ms. Hall. Furthermore, the
20 Court has reviewed the Supplemental Declaration of Joseph Antonelli, specifically ¶5 as it
21 pertains to Ms. Hall desiring to be excluded from the class action and having no objection to the
22 class action settlement. Accordingly, all other Class Members are therefore bound by this
23 judgment and order.

24 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., and CRC
25 Rule 3.769, the Court hereby grants final approval of the settlement and finds that it is fair,
26 reasonable and adequate, and in the best interests of the Settlement Class as a whole. The Court
27 approves the maximum settlement amount of \$2,550,000.00 as fair, reasonable and adequate.

**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE
ENHANCEMENT, AND MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 The settlement contemplated the Court's authority to reduce the attorneys' fees requested and
2 Class Representative enhancement to an amount below the amount requested by Plaintiff for
3 those elements of the settlement. Accordingly, the Court hereby directs that the settlement be
4 effected in accordance with the terms of the Settlement Agreement attached to the Revised Order
5 Granting Plaintiff's Motion for Conditional Certification and Preliminary Approval of Class
6 Action Settlement, entered on May 10, 2016.

7 5. Paragraph E2, as modified in Amendment 1 of the First Amendment to the
8 Settlement Agreement states:

9 Upon the date the Settlement Agreement is finally approved by the Court
10 and becomes effective, as provided in Paragraph F.2 of Settlement Agreement, in
11 and for the valuable consideration as provided in this Settlement Agreement, and
12 based on the foregoing, all Settlement Class members – except those whom the
13 Court specifically approves of their requests for exclusions/opt outs at the time of
14 final approval – agree for themselves, and their spouses, heirs, beneficiaries,
15 devises, legatees, executors, administrators, trustees, conservators, guardians,
16 personal representatives, successors-in-interest, principals, agents, representatives,
17 employees, attorneys, successors and assigns, and other persons or entities acting
18 on their behalf, that they forever discharge, waive, and release Defendant, **its**
19 **future parents, and its past, present and future affiliates, subsidiaries,**
20 **divisions, predecessors, successors, partners, joint venturers, affiliated**
21 **organizations and insurers, and its past, present and future officers,**
22 **directors, trustees, agents, employees, attorneys, contractors, representatives,**
23 **partners, joint venturers, benefit plans, divisions, units, branches and other**
24 **persons or entities acting on** Defendant's behalf, from any and all claims,
25 demands, obligations, actions, causes of action, or damages, which are alleged in
26 Plaintiff's Putative Class Action which arose during the Class Period, as well as
27 any and all derivative liabilities, demands, claims, causes of action, complaints
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1 and obligations which arose during the Class Period which could have been
2 alleged in the Class Action based on the facts and claims alleged in the Class
3 Action, whether any of these claims are known or unknown, suspected or
4 unanticipated, which any of the Settlement Class members has, or had, during the
5 Class Period against Defendant. Nothing in this Settlement Agreement shall affect
6 any unemployment insurance or workers' compensation insurance claims, or
7 other claims or rights of any Settlement Class member not arising from the Class
8 Claims within the Class Period. It is understood and agreed between the Parties
9 that the above waiver and release of claims is a material term of, and inducement
10 for Defendant to enter into this Agreement.

11 6. Paragraph E3 of the Original Settlement Agreement (not modified by the Parties'
12 First Amendment) states:

13 Upon the date this Settlement Agreement is finally approved by the Court and
14 becomes effective, as provided in Paragraph F.2. of the Settlement Agreement, Plaintiff
15 herself, and Defendant hereby grant one another full and complete mutual releases of any
16 and all claims up to the date of final approval of settlement, as to all claims, demands,
17 obligations, actions, causes of action, or damages, including but not limited to those
18 which are alleged in Plaintiff's FAC, as well as any and all derivative liabilities,
19 demands, claims, causes of action, complaints and obligations which arose that Plaintiff
20 could have alleged in the FAC based on the facts and claims alleged in the Putative Class
21 Action, whether any of these claims are known or unknown, suspected or unanticipated,
22 which she has, or had, during the Class Period against Defendant. For purposes of this
23 Paragraph: Plaintiff includes herself, her spouse, heirs, beneficiaries, devisees, legatees,
24 executors, administrators, trustees, conservators, guardians, personal representatives,
25 successors-in-interest, principals, agents, representatives, employees, attorneys,
26 successors and assigns, and other persons or entities acting on their behalf (collectively,
27 "Plaintiff's Affiliates"); and Defendant includes Defendant, and its past, present, and
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1 future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint
2 venturers, affiliated organizations, insurers, past, present and future officers, directors,
3 trustees, agents, employees, attorneys, contractors, representatives, partners, joint
4 venturers, benefit plans, divisions, units, branches and other persons or entities acting on
5 Defendant's behalf (collectively, "Defendant's Affiliates").

6 3.A. Plaintiff, on behalf of herself and Plaintiff's Affiliates, releases and
7 forever discharges Defendant and Defendant's Affiliates, and any other persons
8 and entities acting by, through, under, or in concert with any of them of and from
9 any and all rights, claims, actions, demands, promises, causes of action,
10 obligations, attorneys' fees, costs, damages, and liabilities of whatever kind or
11 nature, in law or in equity, that Plaintiff and/or any of Plaintiff's Affiliates had,
12 now has, may have had, or has ever had whether known or not known against any
13 of the Defendant's Affiliates, including but not limited to claims based on and/or
14 arising under:

15 3.A.1. Claims or rights arising out of any contracts, express or
16 implied (including but not limited to any contract of employment); any
17 contract or covenant of good faith and fair dealing (express or implied);
18 any tort, including any claim for improper or unauthorized wage
19 deductions, unpaid wages, unpaid business expenses, penalties, liquidated
20 damages, other damages, overtime and alleged "off the clock" work under
21 federal and state law, including the California Labor Code, California
22 Code of Regulations, and the Fair Labor Standards Act (FLSA); mis-
23 classification of employment; meal and rest periods; itemized wage
24 statement issues; unfair competition and unfair business practices pursuant
25 to Business and Professions Code Section 17200, et seq.; interest and costs
26 pursuant to California Civil Code Section 3287 and California Labor Code
27 Section 218.6; statutory or common law rights to interest, attorney fees'

1 and costs, including those pursuant to FLSA Section 216(b) and California
2 Labor Code Sections 1194, et seq.; claims under the Private Attorneys
3 General Act of 2004, Labor Code Sections 2699, et seq.; and the alleged
4 violation or breach of any other state or federal statute, rule and or
5 regulation, including all applicable Industrial Welfare Commission Wage
6 Orders, and all similar causes of action, including but not limited to, any
7 claim for restitution, equitable relief, interest, penalties, costs or attorneys'
8 fees in connection with any of the foregoing; and

9 3.A.2. Negligent infliction of emotional distress, intentional
10 infliction of emotional distress, and defamation; any "wrongful
11 discharge," "constructive discharge," and "retaliation" claims; any claims
12 relating to any breach of public policy; any legal restrictions on
13 Company's right to discharge employees; and any federal, state, or other
14 governmental statute, regulation, or ordinance, including, without
15 limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color,
16 religion, sex, and national origin discrimination or harassment, including
17 retaliation for reporting discrimination or harassment); (2) 42 U.S.C.
18 Section 1981 (discrimination); (3) Age Discrimination in Employment
19 Act, 29 U.S.C. Sections 621-634 (age discrimination, "ADEA Claims");
20 (4) Equal Pay Act, 29 U.S.C. Section 209(d)(1) (equal pay); (5)
21 Americans with Disabilities Act, 42 U.S.C. Sections 12100, et seq.
22 (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C.
23 Sections 2601, et seq. (family/medical leave); (7) California Fair
24 Employment and Housing Act, Cal. Government Code Sections 12900, et
25 seq. (discrimination or harassment in employment and/or housing,
26 including discrimination or harassment based on race, religious creed,
27 color, national origin, ancestry, disability, marital status, sex (including
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1 pregnancy), or age, including retaliation for reporting discrimination or
2 harassment); (8) California Family Rights Act, Cal. Government Code
3 Sections 12945.1, et seq. (family/medical leave); (9) California Labor
4 Code or any Industrial Welfare Commission Wage Order; (10) Executive
5 Order 11246 (race, color, religion, sex, and national origin discrimination
6 or harassment); (11) Executive Order 11141 (age discrimination); (12)
7 Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap
8 discrimination); and (13) Employee Retirement Income Security Act, 29
9 U.S.C. Sections 1000, et seq. (employee benefits), and all other Claims
10 arising under common law including but not limited to tort, express and/or
11 implied contract and/or quasi-contract, arising out of, or in any way
12 related to, Employee's relationship with the Company, employment with
13 the Company, or separation or retirement from employment with the
14 Company, other than those Claims which public policy prohibits from
15 being released herein.

16 7. Paragraph E4 of the Original Settlement Agreement (not modified by the Parties'
17 First Amendment) states:

18 Except as provided elsewhere in the Settlement Agreement as to rights and
19 remedies caused by a breach of the Settlement Agreement, it is understood and agreed the
20 Settlement Agreement, if finally approved and not voided: (a) shall act as a full and final
21 accord and satisfaction, and as a bar to all Class Claims by any Settlement Class members
22 that arose during the Class Period, regardless of whether such claims are now known, and
23 (b) shall act as a full and final accord and satisfaction, and as a bar to all claims as
24 between Plaintiff and Defendant, regardless of whether such claims are now known. The
25 Parties expressly state that California Labor Code section 206.5 does not preclude
26 Plaintiff's and the Settlement Class members' waivers of claims in this Settlement
27 Agreement (which section provides in pertinent part as follows: No employer shall
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1 require the execution of any release of any claim or right on account of wages due or to
2 become due, or made as an advance on wages to be earned, unless payment of such
3 wages has been made). The Parties further acknowledge they understand and agree to
4 waive the provisions with section 1542 of the California Civil Code, which provides as
5 follows:

6 **CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.**

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
8 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
9 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH**
10 **IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED**
11 **HIS OR HER SETTLEMENT WITH THE DEBTOR.**

12 The Parties expressly waive and relinquish any and all rights and benefits which
13 they may have under, or which may be conferred upon them by the provisions of, section
14 1542 of the California Civil Code, as well as under any other similar state or federal
15 statute, to the fullest extent they may lawfully waive such rights or benefits pertaining to
16 the released claims. Such waivers inure as against any and all claims released by
17 Settlement Class members in the Settlement Agreement.

18 8. There were no valid and timely objections made to the settlement, including the
19 Class Representative enhancement. It is hereby ordered that Class Representative Enhancement
20 of \$35,000.00 for Plaintiff, Amber Bart, is a fair and reasonable amount. This finding is made
21 after reading all papers including the declarations and supplemental declarations.

22 9. The Court approves Plaintiff's attorneys' fees of \$805,000.00. Therefore, of the
23 total \$2,550,000.00 settlement, the fee of \$805,000.00 (33&1/3% of \$2,415,000.00 (the
24 Settlement Amount (\$2,550,000.00), minus the estimated employer's share of taxes of
25 \$135,000.00, for a "modified" gross settlement fund of \$2,415,000.00), is approved as fees. The
26 amount of fees is hereby granted pursuant to California law, *inter alia*, because it falls within the
27 range of reasonableness and the result achieved justifies the award. In approving Plaintiff's
28 attorneys' fees request, the Court finds the hourly rates sought by the attorneys are reasonable

1 and fair. Furthermore, the Court finds the percentage of the fund recovery in the amount of 33-
2 1/3% is appropriate. As a cross-check using the lodestar method, a 1.13 multiplier is reasonable
3 and appropriate in this matter.

4 10. As to attorneys' and Administration costs, the Court approves the payment of
5 attorneys' costs up to the amount of \$40,000.00, and Rust Consulting, Inc.'s administration costs
6 of \$41,592.00 in administration costs. Any amounts not claimed as allocated costs shall be
7 distributed to the class on a *pro rata* basis. Said costs amounts shall be paid out of the total
8 settlement amount as set forth in the Settlement Agreement, and is hereby granted pursuant to
9 California law. Pursuant to the Settlement Agreement, the settlement administrator is to be paid
10 from the settlement funds.

11 11. The fees and costs awarded in this Final Order are for (a) all work performed and
12 costs incurred related to the Actions, including, but not limited to, Plaintiff's share of the
13 mediator's fees incurred in connection with the negotiation of the Settlement Agreements; (b) all
14 work performed and costs incurred in connection with approval by the Court of the Class
15 Settlement; and (c) all work and costs incurred in connection with administering the Class
16 Settlement through final distribution of the settlement funds and Judgment.

17 12. The Court approves that \$10,000.00 of the gross settlement amount be allocated
18 to resolve PAGA claims, and that under California Labor Code § 2699(i), \$7,500.00 (75%) will
19 be paid to the California Labor and Welfare Development Agency.

20 13. It is hereby ordered that a Judgment be entered which will bar any future actions
21 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any
22 Released Claims (as defined in the Settlement Agreement) from the period of June 10, 2010 and
23 April 4, 2016, except only as to those Class Members whose Requests for Exclusions were
24 timely and valid as identified on Exhibit 1 hereto.

25 14. Without affecting the finality of this matter, this Court shall retain exclusive and
26 continuing jurisdiction over this action and the parties, including all Settlement Class Members,
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1 for purposes of supervising, administering, implementing, enforcing, and interpreting the
2 Settlement, and the distribution process thereunder.

3 15. Pursuant to CRC 3.771(b), Plaintiff's counsel is ordered to post this judgment on
4 counsel's web page for a period of sixty (60) days.

5 16. The Plaintiff will file a report concerning the amount of money distributed
6 pursuant to California Code Civ. Proc., § 384(b), no later than May 5, 2017. The court hereby
7 sets a Final Distribution hearing for May 15, 2017 at 8:30 a.m., this will be a Non Appearance so
8 long as the Report filed on May 5, 2017 satisfies the Court.

9 17. There being no just reason to delay, the Clerk is directed to enter this Final
10 Judgment forthwith.

11 APPROVED AS TO FORM AND CONTENT:

12 Dated: August 26, 2016

LAW OFFICE OF JOSEPH ANTONELLI

13
14 By: 

15 Joseph Antonelli,
16 Attorney for Plaintiff and the Plaintiff Class

17
18 Dated: August 26, 2016

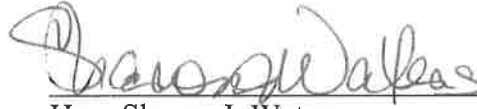
19 POPE, BERGER, WILLIAMS & REYNOLDS,
20 LLP

21 By: 

22 Timothy G. Williams,
23 Stephanie Reynolds,
24 Attorneys for Defendant

1 IT IS SO ORDERED.
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5 Dated: Sept 13, 2016
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Hon. Sharon J. Waters,
Judge of the Superior Court
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Exhibit 1

OPNumber	FirstName	LastName
OP000001	CELIA	GRIFFIN
OP000002	REBECCA A	KATONA
OP000003	VICKI P	CALOMINO
OP000004	MARY	DELVALLE
OP000007	EVELYN	ARAMBULA
OP000009	SHIRLEY	BUDD
OP000010	ELIZABETH J	CIEBRANT
OP000011	RUBY	JABONILLO
OP000012	DEBORAH	MOORE
OP000013	KATHRYN	FARRELL-BROOKS
OP000014	ALMA L	BINGHAM
OP000015	LINDA	RYDZIK
OP000016	JASON	GOSS
OP000017	MARY B	HELDERMAN
OP000018	SUNANTA	NARINTARANGKOOL
OP000019	EUNICE	COMETA
OP000020	ADA L	BERNAL
OP000021	CHRISTI	GOMSI
OP000022	REA	SARMIENTO
OP000023	JANICE	BARKER
OP000024	SUE ANN	MOLINA
OP000025	MAKABA	HALL
OP000026	JOCELYNE	RIVERA
OP000027	MARINA C	SOLIS
OP000029	NIMIT	NAMSANG
OP000031	MARICELA	SUAREZ
OP000032	JENNIFER	HENDERSON
OP000033	HE YEUN	KIM
OP000034	DONNA	PENZO