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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SACRAMENTO**

10 LATOYIA KIMII BROWN, as an individual) Case No. 34-2022-00315068
11 and on behalf of all others similarly situated,)
12 Plaintiff,) Assigned for All Purposes To:
13 v.) Judge: Hon. Lauri Damrell
14 HP HOOD LLC, a Delaware limited liability) Dept: 28
15 company; and DOES 1 through 50, inclusive,)
Defendants.) **[PROPOSED] ORDER GRANTING FINAL**
APPROVAL OF CLASS AND PAGA
SETTLEMENT AND JUDGMENT
Action Filed: February 4, 2022

16 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

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18 This matter has come before the Honorable Lauri Damrell in Department 28 of the
19 above-entitled Court for a hearing on Plaintiff Latoyia Kimii Brown's ("Plaintiff") Motion for
20 Final Approval of Class Action Settlement ("Motion for Final Approval") came before this
21 Court, on January 3, 2025. Diversity Law Group, P.C. appeared on behalf of Plaintiff. CDF
22 Labor Law LLP appeared on behalf of Defendant HP Hood LLC.

23 On July 19, 2024, the Court entered the Order Granting Preliminary Approval of Class
24 Action Settlement ("Preliminary Approval Order") preliminarily approving the settlement of the
25 above-captioned action ("Action") in accordance with the Joint Stipulation of Class and PAGA
26 Settlement ("Settlement" or "Agreement"), which together with its attached exhibits, set forth
27 the terms and conditions for settlement of the Action.

28 Due and adequate notice having been given to all Class and PAGA Members as
required in the Preliminary Approval Order, and the Court having reviewed the Agreement and

1 considered the papers, the arguments of counsel, and all other evidence and matters presented,
2 and good cause appearing:

3 **IT IS ORDERED** that the Motion for Final Approval of Class and PAGA Settlement is
4 **GRANTED**, subject to the following findings and orders:

5 1. All terms used herein have the same meaning as defined in the Agreement and
6 Preliminary Approval Order.

7 2. The Court finds that, for settlement purposes only, the applicable requirements of
8 California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have
9 been satisfied with respect to the Class and the Settlement. The Court makes final its earlier
10 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
11 Approval Order.

12 3. This Court has jurisdiction over the Action and over all Parties to this Action,
13 including all Class Members and PAGA Members.

14 4. Distribution of the Class Notice directed to the Class Members and PAGA
15 Members as set forth in the Agreement has been completed in conformity with the Preliminary
16 Approval Order, including individual notice to all Class Members and PAGA Members who
17 could be identified through reasonable effort, and was the best notice practicable under the
18 circumstances. The Class Notice fully and accurately informed the Class of all material
19 elements of the Settlement and of their opportunity to participate in, object to, or comment
20 thereon, or to seek exclusion from the Settlement; provided due and adequate notice of the
21 proceedings related to the Settlement; and fully satisfied the requirements of due process.

22 5. The Court grants final approval of the Settlement and finds that the Settlement is
23 fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable
24 requirements for final approval of this class action settlement under California law, including the
25 provisions of California Code of Civil Procedure section 382. The Court hereby finds the
26 Settlement was entered into in good faith pursuant to and within the meaning of California Code
27 of Civil Procedure section 877.6.

28 6. The Court finds that the Settlement has been reached as a result of intensive,
serious and non-collusive arms-length negotiations. The Court has considered all of the evidence

1 presented and further finds that the Parties have conducted extensive investigation and research,
2 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
3 also finds that the Settlement at this time will avoid additional substantial costs, as well as avoid
4 the delay and risks that would be presented by the further prosecution of the Action. The Court
5 has considered the benefits that are being provided as part of the Settlement and the significant
6 value to the Class and PAGA Members, the absence of objections to the Settlement, and that
7 there were 0 Requests for Exclusion from the Settlement by Class Members. Accordingly, the
8 Court directs that the Settlement be affected in accordance with the Agreement and the
9 following terms and conditions.

10 7. A full opportunity has been afforded to the Class Members and PAGA Members
11 to participate in the Final Approval Hearing, and all Class Members and PAGA Members and
12 other persons wishing to be heard have been heard. The Class Members also have had a full and
13 fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines
14 that all Class Members who did not submit a timely and valid Request for Exclusion to the
15 Administrator (“Participating Class Members”) and PAGA Members are bound by this Final
16 Approval Order and Judgment.

17 8. The Court finds that 0 Class Members have timely and validly opted out of the
18 Settlement and will not be bound by this Final Order Approving Class Action Settlement and
19 Judgment (“Final Approval Order and Judgment”).

20 9. The Court finds the Individual Class Awards to Participating Class Members
21 provided for under the Settlement to be fair and reasonable in light of all of the circumstances.
22 The Court directs the Administrator to calculate and distribute payments to Participating Class
23 Members for Individual Class Awards, in accordance with the terms set forth in the Agreement
24 and Preliminary Approval Order.

25 10. The Court finds that the request for an award of attorneys’ fees in the amount of
26 \$163,260.00 to Class Counsel falls within the range of reasonableness, and the results achieved
27 justify the award sought. The requested attorneys’ fees to Class Counsel are fair and
28 reasonable; and are approved. The Court directs CPT Group, Inc. (the Administrator) to issue

1 payment in the amount of \$163,260.00 to Diversity Law Group, P.C. for attorneys' fees, in
2 accordance with the Agreement and Preliminary Approval Order.

3 11. The Court finds that reimbursement of litigation costs and expenses in the
4 amount of \$12,091.18 to Class Counsel is reasonable; and is approved. The Court directs the
5 Administrator to issue payment in the amount of \$12,091.18 to Diversity Law Group, P.C. for
6 reimbursement of litigation costs and expenses, in accordance with the Agreement and
7 Preliminary Approval Order.

8 12. The Court finds that Plaintiff's Enhancement Award in the amount of \$10,000.00
9 for the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved.
10 The Court directs the Administrator to issue payment of Plaintiff's Enhancement Award in the
11 amount of \$10,000.00 to Plaintiff Latoyia Kimii Brown, in accordance with the Agreement and
12 Preliminary Approval Order.

13 13. The Court finds that the PAGA Allocation in the amount of \$40,000.00 for
14 penalties under the California Private Attorneys General Act of 2004, is fair and reasonable; and
15 is approved. The Court directs the Administrator to issue payment of the PAGA Allocation as
16 follows: the amount of \$30,000.00 (75 percent of \$40,000.00) to the California Labor Workforce
17 Development Agency and the amount of \$10,000.00 (25 percent of \$40,000.00) as Individual
18 PAGA Awards to PAGA Members, in accordance with the Agreement and Preliminary
19 Approval Order.

20 14. The Court finds that payment of Administration Expenses in the amount of
21 \$10,000.00 to the Administrator is fair, reasonable, and appropriate for the services performed
22 and costs incurred and to be incurred for the notice and settlement administration process; and is
23 approved. The Court directs the Administrator to issue payment of Administration Expenses in
24 the amount of \$10,000.00 to itself, in accordance with the Agreement and Preliminary Approval
25 Order.

26 15. The Court directs the Administrator to cancel any Individual Class Award and/or
27 Individual PAGA Award checks issued to Class Members and PAGA Members that are not
28 cashed or deposited within one hundred eighty (180) calendar days after they are issued, and
transmit the funds associated with such cancelled checks to the California State Controller's

Office's Unclaimed Property Division to be held as unclaimed funds in the Class Member's and/or PAGA Member's name.

16. The Court directs Class Counsel to file the Administrator's Declaration of Compliance and Proof of Payment within two hundred forty (240) calendar days of this Final Approval Order and Judgment.

17. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission by Defendant, or any of the other Released Parties, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Approval Order and Judgment, the Agreement, any document related to the Settlement, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability. The entering into or carrying out of the Settlement, and any related negotiations or proceedings, will not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and will not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Agreement, the Released Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Approval Order and Judgment, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

18. The Court orders, adjudges and decrees that:

a. Plaintiff and all RROP Class Members who did not opt out of the Settlement fully, finally, and forever release, compromise, and discharge the Released Parties from the RROP Class Released Claims, in accordance with the terms of the Agreement;

1 b. Plaintiff and all COVID Class Members who did not opt out of the
2 Settlement fully, finally, and forever release, compromise, and discharge the Released Parties
3 from the COVID Class Released Claims, in accordance with the terms of the Agreement;

4 c. Plaintiff, all PAGA Members, and the State of California fully, finally, and
5 forever release, compromise, and discharge the Released Parties from the Released PAGA
6 Claims for the PAGA Period, in accordance with the terms of the Agreement; and

7 d. Plaintiff fully, finally, and forever releases, compromises, and discharges
8 the Released Parties from all causes of action, claims, judgments, obligations, damages or
9 liabilities of whatever kind and character and waives all rights under California Civil Code section
10 1542, in accordance with the terms of the Agreement.

11 19. The Court hereby enters final judgment in accordance with the terms of the
12 Agreement, the Order Granting Preliminary Approval of Class and PAGA Settlement, and this
13 Order.

14 17. The Court retains continuing jurisdiction, pursuant to California Rules of Court,
15 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until
16 performance in full of the terms of the Agreement.

17 18. The Court sets a Compliance Hearing for _____, 2025. At
18 least five (5) court days prior to the compliance hearing, the Settlement Administrator will provide
19 declaration to the Court that shall describe (i) the dates the checks were mailed, (ii) the total
20 number of checks mailed to class members, (iii) the number of checks that remain uncashed, and
21 (iv) the total value of those uncashed checks.

22 **IT IS SO ORDERED ADJUDGED AND DECREED.**

23 The Clerk of the Court is directed to enter this Judgment.

24 Dated: _____

25 _____
26 HONORABLE LAURI DAMRELL
27 JUDGE OF THE SUPERIOR COURT
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