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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

LATOYIA KIMII BROWN, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

HP HOOD LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 34-2022-00315068

**DECLARATION OF LATOYIA KIMII
BROWN IN SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 8, 2024
Time: 9:00 a.m.
Dept.: 22

Reservation No.: A-315068-001

Action Filed: February 4, 2022
Trial Date: None Set

DECLARATION OF LATOYIA KIMII BROWN

I, Latoyia Kimii Brown, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. 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 HP Hood LLC ("Defendant") as a Relief Worker, from about March 25, 2019, to about October 25, 2021. During my employment with Defendant, I was a non-exempt, hourly employee.

3. During my employment with Defendant, I was required to undergo daily COVID-19 screening procedures before entering the work premises and starting my shift. The screening procedures included a temperature check and answering a COVID-19 health questionnaire on an app on my cell phone. I was not paid minimum, regular, or overtime wages for the time spent undergoing the screening, nor was I reimbursed for the costs of using my phone for work purposes.

4. Throughout my employment, I regularly earned non-discretionary pay like shift differentials and received premium pay for missed or incomplete meal and rest breaks. During weeks when I was paid shift differentials and meal and/or rest break premiums, the premiums were paid at my base rate of pay, instead of the correct, higher regular rate of pay. As such, I believe I am owed additional pay.

5. Since I did not receive all wages owed during each pay period, the corresponding wage statements I received displayed inaccurate gross and net wages earned, rate of pay for meal and rest break premiums, number of minimum and/or overtime hours worked, and total hours worked.

6. I did not receive all wages owed to me upon separation of employment.

7. I understand that this action was brought on behalf of all other employees in the State of California, 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

1 and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I
2 will not settle out my class claims in this lawsuit separately or independently from the Class.
3 Moreover, I am not aware of any conflicts that exist between my interests and the interests of the
4 Class that would impair or affect my ability to serve as representative for the Class.

5 8. I have and continue to be willing to assist in the investigation of this matter,
6 including meeting, conferring, and discussing the case with my attorneys, providing any
7 necessary information and documents, and making myself available for trial or any further
8 proceedings in this matter as required to represent the interests of the Class. I also understand my
9 duties and responsibilities to the proposed Class and will carry out those duties as necessary.

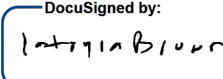
10 9. I have discussed the case with my attorneys on a number of occasions, provided
11 information and documents to my attorneys to help with the prosecution of the case, and
12 reviewed documents in the case, including the Settlement Agreement.

13 10. I have discussed the terms of the Settlement Agreement with my attorneys, and
14 based on the information provided, I believe the settlement to be fair, adequate, and reasonable
15 for myself and for the entire Class.

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

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

20 Executed on this 05 day of February 2024, at Sacramento, California.

21 DocuSigned by:
22 
23 105D70BE294942A...

24 Latoyia Kimii Brown