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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 CHRISTINE S. LEE
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

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I, Christine S. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Latoyia Kimii Brown (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On February 1, 2022, Plaintiff submitted written notice to the California Labor and Workforce Development Agency (“LWDA”), alleging violations of Labor Code §§ 201-204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, pursuant to the Private Attorneys General Act, Labor Code § 2699 (“PAGA Letter”).

3. On February 4, 2022, Plaintiff filed a class action complaint in the Superior Court of the State of California for the County of Sacramento on behalf of herself and all similarly situated employees. Plaintiff asserted claims for: (1) violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code § 2802; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226(a); and (5) violation of Business and Professions Code § 17200, *et seq.*

4. On June 14, 2022, Plaintiff filed a First Amended Complaint adding a cause of action for violation of Labor Code § 2698, *et seq.* The First Amended Complaint is the operative complaint.

5. Plaintiff's class and PAGA claims as pled in the First Amended Complaint are predicated upon the following allegations. With respect to Plaintiff's failure to pay wages claim, Plaintiff contends that Defendant subjected its employees to daily COVID-19 screening procedures prior to entering the work premises. Plaintiff contends these screening procedures were conducted prior to the start of each shift, and as such, employees were not paid minimum, regular, and/or overtime wages for the time spent undergoing the procedures. With respect to Plaintiff's meal and rest period claim, Plaintiff contends that Defendant failed to include all non-

1 discretionary remuneration into the calculation of the regular rate of pay for the purposes of
2 paying meal and rest period premiums. With respect to Plaintiff's business reimbursement claim,
3 Plaintiff contends that Defendant failed to reimburse employees for costs incurred when using
4 their personal phones to download and access an app to perform COVID screenings. With
5 respect to Plaintiff's wage statement claims, Plaintiff contends that Defendant issued deficient
6 wage statements, as said wage statements do not correctly identify all applicable rates of pay and
7 the number of hours worked at each rate, total hours worked, and gross and net wages earned as
8 a result of the underpayment and/or nonpayment of wages and meal and rest period premiums.
9 As a result of the alleged violations above, Plaintiff seeks damages and penalties under the
10 California Labor Code, the California Business & Professions Code, and the PAGA, as well as
11 attorneys' fees and costs. Defendant has denied Plaintiff's contentions and asserted factual and
12 legal defenses to the above claims.

13 6. After Plaintiff and Defendant (the "Parties") conferred regarding possible
14 settlement discussions, they agreed to exchange information informally to evaluate their
15 respective claims and defenses. The Parties subsequently engaged in informal discovery for
16 Plaintiff to assess the claims, as well as the maximum exposure of damages and penalties.
17 Defendant provided Plaintiff's counsel with informal data and information pertaining to the
18 putative class size and number of pay periods, a sampling of time and pay records, Plaintiff's
19 time records, and Defendant's wage and hour policies and practices. Defendant's production of
20 time records allowed Plaintiff to conduct a damages analysis and extrapolate from the sample.

21 7. On June 12, 2023, the Parties engaged in a full-day mediation with mediator
22 Brandon McKelvey, Esq., and continued settlement discussions thereafter facilitated by Mr.
23 McKelvey. After thorough investigation and evaluation of the facts and claims, and as a result of
24 the arm's length negotiations facilitated by Mr. McKelvey, the Parties reached the current
25 settlement. In resolution of Plaintiff's class and PAGA claims, the Parties entered into the Joint
26 Stipulation of Class and PAGA Settlement ("Agreement" or "Settlement"), a true and correct
27 copy of which is attached hereto as **Exhibit A**.

1 8. The Parties recognize the risk, expense, and delay in continuing litigation with the
2 class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

3 9. Each side has apprised the other of their respective factual contentions, legal
4 theories, and defenses, resulting in negotiations taking place between the Parties.

5 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

6 10. Based on the class data provided by Defendant, Plaintiff estimated that Defendant
7 would face liability in the amount of approximately \$4 million. This number is based upon an
8 analysis of the payroll records for the putative class.

9 11. With respect to Plaintiff's claim for unpaid wages, Plaintiff estimated that
10 Defendant could be liable for approximately \$493,924.61, if employees worked 5 minutes of
11 unpaid time per day based on an average hourly pay rate of \$27.36.

12 12. With respect to Plaintiff's regular rate claim, based on information received from
13 Defendant, Plaintiff estimates potential liability of approximately \$3,944.42 in underpaid meal
14 and rest period premiums.

15 13. With respect to Plaintiff's claim for waiting time penalties, Plaintiff estimated the
16 potential exposure on this claim was approximately \$1.1 million, which she calculated based on
17 106 former employees who were subjected to daily COVID checks and 66 former employees
18 who were underpaid meal and rest break premiums, whose average rate of pay was \$27.36 [(106
19 employees + 66 employees) x 8 hours x 30 days x \$27.36 per hour].

20 14. To succeed on this claim, Plaintiff would have to defeat Defendant's argument
21 that its alleged failure to pay any wages was subject to a "good faith" defense. *See Hill v.*
22 *Walmart Inc.*, 32 F.4th 811, 823 (9th Cir. 2022) (holding that defendant presented good faith
23 dispute precluding imposition of Section 203 penalties even where trial court denied employer's
24 motion for summary judgment on same issue). Defendant argued that it did not willfully fail to
25 pay wages upon separation, thus precluding penalties.

26 15. With respect to Plaintiff's claim for violation of Labor Code § 226, Plaintiff
27 estimated the maximum penalties associated with this claim as approximately \$2.3 million,

1 which was based on 582 individuals calculated with the allowable \$4,000.00 maximum penalty
2 pursuant to Labor Code §226(e). This amount would likely end up lower than estimated as not
3 every individual would have incurred violations on every pay period and Defendant argued that
4 the violation was not “knowing and intentional” and thus would not warrant Section 226(e)
5 penalties. *See Harris v. Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009)
6 (granting summary judgment in favor of employer and finding its conduct was not “knowing and
7 intentional”). Defendant argued that it was entitled to a “good faith” defense on this claim, too.
8 *See, e.g., Apodaca v. Costco Wholesale Corp.*, 2014 WL 2533427, at *3 (C.D. Cal. June 5, 2014)
9 (“Where an employer has a good faith belief that it is not in violation of Section 226, any
10 violation is not knowing and intentional.”); *Wright v. Adventures Rolling Cross Country, Inc.*,
11 2013 WL 1758815, at *9 (N.D. Cal. Apr. 24, 2013) (same); *Ricaldai v. U.S. Investigations*
12 *Servs., LLC*, 878 F. Supp. 2d 1038, 1047 (N.D. Cal. 2012) (same); *Dalton v. Lee Publ'ns, Inc.*,
13 2011 WL 1045107, at *5 (S.D. Cal. Mar. 22, 2011) (same).

14 16. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated
15 that Defendant could face civil penalties of approximately \$3.3 million if Plaintiff were
16 successful at trial. While the PAGA does provide for a heightened “subsequent” penalty, courts
17 are hesitant to award that amount where there has not been a prior violation of the Labor Code.
18 *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *accord Amalgamated*
19 *Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* 2009 WL 2448430, at *9 (S.D. Cal.
20 Aug. 10, 2009) (“[u]nder California law, courts have held that employers are not subject to
21 heightened penalties for subsequent violations unless and until a court or commissioner notifies
22 the employer that it is in violation of the Labor Code”); *see also Bernstein v. Virgin Am., Inc.*, 3
23 F.4th 1127, 1144 (9th Cir. 2021) (holding no subsequent penalty unless prior citation or court
24 ruling). Defendant argued no such prior violation occurred here warranting only the initial
25 penalty, if anything at all.

26 17. Even assuming Plaintiff ultimately prevails on her PAGA claims, the Court still
27 has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court

1 can decline to award PAGA penalties where “if, based on the facts and circumstances of the
2 particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive,
3 or confiscatory.” Indeed, as shown in the Court of Appeal’s decision in *Carrington v. Starbucks*
4 *Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial,
5 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good
6 faith attempt at complying with the law. *Id.* at p. 517. Upon review, the Court of Appeal found
7 such reduction to be proper. *Id.* at p. 539. Thus, the realistic value of Plaintiff’s PAGA claims,
8 taking into the Court’s discretion to reduce such penalties, was approximately \$330,000.

9 18. Although Plaintiff believes in the merits of the alleged claims and maintains that
10 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant has raised
11 defenses to the claims and further with respect to the reduction of PAGA penalties and that those
12 defenses could persuade the Court. Thus, even if Plaintiff were to successfully prove her claims
13 at trial, there is a possibility that the Court may only award a small percentage of PAGA
14 penalties, as the Court has discretion to do so. The Maximum Settlement Amount was premised
15 with this risk in mind, associated with the possibility of the Court significantly reducing PAGA
16 penalties.

17 19. Although Plaintiff believes that the class can be certified, Plaintiff also believes in
18 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
19 involved in not prevailing on one or more of the causes of action or theories alleged in the
20 operative Complaint, the possibility of non-certification, and the potential for appeals.

21 20. Here, the total amount of class and PAGA penalties amount to approximately \$4.2
22 million, without discounting for potentially losing on any of the causes of action. The Maximum
23 Settlement Amount is \$489,780.00, which is approximately 11.4% of the maximum class and
24 PAGA penalties. Thus, the settlement was negotiated at arm’s length and the significantly high
25 settlement percentage-to-recovery further supports that the settlement is fair and reasonable.

26 21. Pursuant to the Settlement Agreement, the Net Settlement Amount will be
27 apportioned among the Class Members on a pro rata basis, based on the number of Workweeks

1 worked by all Participating Class Members during the Class Period, as compared to the total
2 number of Workweeks worked by all Participating Class Members during the Class Period. *See*
3 Agreement ¶ 54.E. Based thereon, on a raw average, each Class Member potentially may recover
4 approximately \$608.69 ($\$246,520.00 \div 405$ Class Members). The amount actually paid to each
5 Participating Class Member will increase or decrease depending on the number of Workweeks
6 he or she worked during the Class Period.

7 22. Additionally, as part of the payment of PAGA penalties, 25% of the PAGA
8 Allocation, or \$10,000.00, shall be paid to PAGA Members¹ on a pro rata basis, based on the
9 number of pay periods worked by each PAGA Member during the PAGA Period as compared to
10 the total number of pay periods worked by all PAGA Members during the PAGA Period.
11 Agreement ¶ 54.D.ii.

12 23. The Agreement provides for the payment to the Settlement Administrator for the
13 administration of this current settlement. Based on my experience, I believe the quote provided
14 by CPT Group, Inc. for a capped fee of \$10,000.00 to administer the settlement is reasonable
15 given the scope of services requested.

16 24. The terms of the settlement provide that the funds from uncashed checks (upon
17 the expiration date) shall be sent to the California State Controller's Office's Unclaimed Property
18 Division in the name of the corresponding Class and/or PAGA Member. *See* Agreement ¶ 79.

19 25. Based on their own independent investigation and evaluation, the Parties and their
20 respective counsel are of the opinion that settlement for the consideration and on the terms set
21 forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of
22 the Class and Defendant in light of all known facts and circumstances and the expenses and risks
23 inherent in litigation.

24 26. From the inception of the case, Class Counsel have zealously represented the
25

26 ¹ "PAGA Class" and "PAGA Members" are all current and former Class Members employed by
27 Defendant at any time from February 2, 2021 through August 29, 2022. Agreement ¶ 29. The
PAGA Period is February 2, 2021 through August 29, 2022. *Id.* ¶ 28.

1 interests of the Class. Class Counsel engaged in significant meet and confer discussions with
2 opposing counsel to obtain informal data and documents and to discuss the merits of the claims
3 on behalf of the Class. This settlement was obtained for the benefit of the Class, as opposed to
4 the individual Class Representative.

5 27. I have spent significant time researching and pursuing the claims that have been
6 alleged in this action. The Parties engaged in informal discovery in connection with mediation
7 and participated in the exchange of class data and Defendant's pertinent policies and practices.
8 Based on my review of all the documents and information, and based on my experience in class
9 action litigation, I believe this settlement to be fair, adequate, and reasonable.

10 28. I was retained based upon a contingency fee arrangement wherein Plaintiff's
11 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
12 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
13 significant amount of time, money and other resources without any benefit or return. In addition,
14 had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek
15 costs in connection with their defense of the case.

16 **ATTORNEY EXPERIENCE**

17 29. I am one of the attorneys on this matter. My qualifications are as follows: Prior to
18 attending law school, I had approximately 5 years of experience as a Litigation Paralegal.
19 During law school, I was a Legal Intern for the U.S. Department of Veterans Affairs, a Judicial
20 Intern for the Honorable James A. Bonifant of the Circuit Court for Montgomery County, and a
21 Summer Associate for the Law Firm of Paley Rothman. I was also a Law Clerk for the Law
22 Offices of Choi and Associates until I began my employment at Diversity Law Group, P.C. I
23 received my JD from University of Baltimore in 2021. Upon graduation from law school, I was
24 admitted to the California Bar in 2021.

25 30. I am currently an associate at the law firm Diversity Law Group, P.C., an
26 employment law firm that has handled numerous wage and hour class and individual actions, on
27 both plaintiff and defense sides. The firm currently has cases in Alameda Superior Court, San

1 Diego Superior Court, Santa Clara Superior Court, Sacramento Superior Court, Alameda
2 Superior Court, Monterey Superior Court, San Francisco Superior Court, San Joaquin Superior
3 Court, Kern County Superior Court, San Bernardino Superior Court, and the United States
4 District Courts for the Central, Northern, and Eastern Districts of California.

5 31. I am currently handling numerous wage and hour class action and PAGA
6 lawsuits, including *Marin v. Sea World LLC* (Case Number 37-2021-00047859-CU-OE-CTL,
7 Case Number Case Number 37-2022-00001083-CU-OE-CTL); *Marin v. HB Leisure, Inc.* (Lead
8 Case Number 37-2021-00048225-CU-OE-CTL); *McFarland v. Helix Electric, Inc.* (Case
9 Number 21CV391268, Case Number 22CV394399); *Ford v. The Silver F, Inc.* (Case Number
10 34-202100313161, Case Number 34-2022-00315620); *Cook-Farrar v. The RealReal, Inc.* (Case
11 Number CGC-22-597986, Case Number CGC-22-599036); *Brown v. HP Hood LLC* (Case
12 Number 34-2022-00315068, Case Number 34-2022-00318020); *Levingston v. Commerce
13 Distribution Company LLC* (Case Number 22STCV05730); *Deaver v. Blue Diamond Growers
14* (Case Number 34-2022-00316490, Case Number 34-2022-00319378); *Lang v. PNS Stores, Inc.*
15 (Case Number 34-2022-00318520); *White v. Cortech West Staffing, LLC* (Case Number STK-
16 CV-UOE-2022-0009807); *Chanley v. Growers Transplanting, Inc.* (Case Number
17 22CV002837); *Bolding v. Cardinal Financial Company* (Case Number CIVSB2206543); *Parra-
18 Marquez v. PRC DeSoto International, Inc.* (Case Number BCV-22-100704); *Khoshchin v. Atria
19 Management Company, LLC* (Case Number 2:22-cv-00916-TLN-KJN, Case Number 34-2022-
20 00322277-CU-OE-GDS); *Galvez v. Joseph J. Albanese, Inc.* (Case Number 22CV397197);
21 *Marsh v. Burberry* (Case Number 22CV016122); *Conner v. Red Wing Brands of America* (Case
22 Number 22-CIV-03830). I have also assisted the firm in numerous wage and hour class action
23 mediations. Most recently, I assisted the firm in successfully obtaining class certification by the
24 United States District Court, Central District of California in the case of *Sims v. QG Printing II,
25 LLC* (Case Number ED CV 20-1632-DMG (KKx)) and by the Santa Clara Superior Court in the
26 case of *Flores v. San Jose, LLC* (Case Number 20CV371772).

27 32. I have no conflicts with the Class and will adequately represent the Class.

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


Christine S. Lee

EXHIBIT A

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Attorneys for Plaintiff
Latoyia Kimii Brown

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

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

Plaintiff,

v.

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

Defendants.

) Case No. 34-2022-00315068

) Assigned for All Purposes To:

) Judge: Hon. Lauri Damrell

) Dept: 28

) **JOINT STIPULATION OF CLASS AND
PAGA SETTLEMENT**

) Action Filed: February 4, 2022

This Joint Stipulation of Class and PAGA Settlement is made by and between plaintiff
Latoyia Kimii Brown, on behalf of herself, the Class and the State of California pursuant to the
Private Attorneys General Act, on the one hand, and defendant HP Hood LLC on the other hand.

In consideration of the mutual covenants, promises, and agreements set forth in this Joint
Stipulation of Class and PAGA Settlement, the Parties agree, subject to the Court's approval, to the
resolution of the Action, the Released Claims, and the Released PAGA Claims, subject to the
following terms and conditions.

DEFINITIONS

1. “**Action**” means the civil action titled *Latoyia Kimii Brown v. HP Hood LLC and Does 1 through 50, inclusive*, Sacramento Superior Court No. 34-2022-00315068.
2. “**Administration Expenses**” means the amount to be paid to the Administrator from the Maximum Settlement Amount for its services in administering the settlement.
3. “**Administrator**” means CPT Group, Inc., or any other third-party class action administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.
4. “**Agreement**” and “**Settlement**” means this Joint Stipulation of Class and PAGA Settlement.
5. “**Class**” and “**Class Members**” means all RROP Class and COVID Class Members.
6. “**Class Counsel**” means Larry W. Lee and Shalom “Christine” Choo of the law firm Diversity Law Group, P.C.
7. “**Class Counsel’s Attorneys’ Fees and Costs**” means the Court-approved attorneys’ fees, expenses, and costs incurred by Class Counsel for Class Counsel’s litigation and resolution of the Action.
8. “**Class Data**” means Class Members’ name, last-known mailing address, Social Security Number, number of PAGA Period pay periods and/or Class Period work weeks.
9. “**Class Period**” means from February 4, 2018 through August 29, 2022.
10. “**Court**” refers to the court having jurisdiction over the Action, which is presently the Sacramento Superior Court.
11. “**COVID Class**” and “**COVID Class Members**” means all current and former hourly or non-exempt employees of Defendant who worked in the State of California at any time from January 31, 2021 through April 10, 2022.
12. “**COVID Class Released Claims**” means all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations asserted in the Action related to failing to pay wages and

reimbursements for undergoing COVID screenings and temperature checks, including, but not limited to, all claims related thereto for: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) business expense reimbursements, (7) inaccurate wage statements, (8) timely payment of wages during employment and at separation, (9) violation of the Unfair Competition Law, and (10) any other Labor Code violations including, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 510, 558, 1194, 1197, 1197.1, 2802, and Business and Professions Code section 17200, *et seq.*, that accrued at any time between January 31, 2021 and April 10, 2022.

13. **“Defendant”** means HP Hood LLC.

14. **“Defense Counsel”** means Corey J. Cabral and Sander van der Heide of the law firm CDF Labor Law LLP.

15. **“Dispute Deadline”** means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members.

16. **“Effective Date”** means the date the Court grants Final Approval of the Settlement and Judgment in the absence of any objection or intervention to the Settlement. If an objection or intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the following events: (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, in the event an objection or intervention is filed and not later withdrawn, the Parties hereby state their intention that the Settlement will not become effective until the Court’s order granting final approval of the Settlement is completely final, and there is no further recourse by any appellant or objector who seeks to contest the finality of the Settlement.

17. **“Final Approval Motion”** means Plaintiff’s motion for final approval of the Settlement and judgment.

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1 18. **“Final Approval Order and Judgment”** means the Court’s Order Granting Final
2 Approval of the Settlement and Judgment.

3 19. **“Individual Class Award(s)”** means the Participating Class Members’ pro rata
4 shares of the Net Settlement Amount calculated based on the number of workweeks worked during
5 the Class Period.

6 20. **“Individual PAGA Award(s)”** means PAGA Members’ pro rata shares of twenty-
7 five percent (25%) of the PAGA Allocation, which is Ten Thousand Dollars (\$10,000.00) to PAGA
8 Members on a pro-rata basis based on the number of pay periods each PAGA Member worked during the
9 PAGA period.

10 21. **“LWDA”** means the California Labor and Workforce Development Agency.

11 22. **“LWDA Payment”** means the seventy-five percent (75%) of the PAGA Allocation
12 to be paid to the LWDA under the Agreement which, subject to Court approval, is Thirty Thousand
13 Dollars (\$30,000.00)

14 23. **“Maximum Settlement Amount”** means Four Hundred Eighty-Nine Thousand
15 Seven Hundred Eighty Dollars (\$489,780.00) (“Maximum Settlement Amount”), which is
16 inclusive of all amounts Defendant is required to pay under the Settlement, including all Individual
17 Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members,
18 the LWDA Payment, the employer portion of applicable taxes, Plaintiff’s Enhancement Award,
19 Class Counsel’s Attorneys’ Fees and Costs, and Administration Expenses. The Maximum
20 Settlement Amount is non-reversionary.

21 24. **“Net Settlement Amount”** means the amount from the Maximum Settlement
22 Amount that is available for distribution as Individual Class Awards for Participating Class
23 Members after deducting (1) the PAGA Allocation (which includes the LWDA Payment and the
24 Individual PAGA Awards), (2) Plaintiff’s Enhancement Award, (3) Class Counsel’s Attorneys’
25 Fees and Costs, (4) the employer portion of applicable taxes, and (5) Administration Expenses.

26 25. **“PAGA”** means California’s Labor Code Private Attorneys General Act, Cal. Lab.
27 Code § 2699, et seq.

28 ///

26. **“PAGA Allocation”** means, subject to Court approval, the allocation of Forty Thousand Dollars (\$40,000.00) of the Maximum Settlement Amount as PAGA penalties.

27. **“PAGA Pay Periods”** refers to the number of pay periods a PAGA Member worked for Defendant in California during the PAGA Period. Each PAGA Member will be credited with at least one PAGA Pay Period.

28. **“PAGA Period”** means from February 2, 2021 through August 29, 2022.

29. **“PAGA Class”** and **“PAGA Members”** means all current and former Class Members employed by Defendant at any time from February 2, 2021 through August 29, 2022.

30. **“Participating Class Member(s)”** means all Class Members who do not opt out of the Settlement.

31. **“Parties”** means Plaintiff and Defendant collectively.

32. **“Plaintiff”** and **“Class Representative”** means Latoyia Kimii Brown on behalf of herself and each of her heirs, representatives, successors, assigns, and attorneys.

33. **“Plaintiff’s Enhancement Award”** means, subject to Court approval, Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of her effort and work in prosecuting the Action and in consideration for an individual general release of all claims with a waiver of California Code of Civil Procedure Section 1542.

34. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

35. **“Preliminary Approval Motion”** means Plaintiff’s motion for preliminary approval of the Settlement.

36. **“Released PAGA Claims”** means all claims for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to failing to properly pay meal and/or rest break premiums and failing to pay wages and reimbursements for undergoing

COVID screenings and temperature checks, including, but not limited to, all claims for: (1) regular rate of pay, (2) meal periods and meal period premiums, (3) rest breaks and rest break premiums, (4) off-the-clock work, (5) unpaid minimum wages, (6) unpaid regular wages, (7) unpaid overtime, (8) unpaid double time, (9) business expense reimbursements, (10) inaccurate wage statements, (11) timely payment of wages during employment and at separation, and (12) any other Labor Code violations that were alleged in that Action, or that could have been alleged in the Action based on the facts alleged in the Action, which include, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, that accrued during the PAGA Period.

37. **“Released Parties”** means (i) Defendant; (ii) each of Defendant’s past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

38. **“Request(s) for Exclusion”** refers to a Class Member’s written request to be excluded (i.e., opt-out) from the Settlement.

39. **“Response Deadline”** means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members.

40. **“RROP Class”** and **“RROP Class Members”** means all current and former hourly or non-exempt employees of Defendant who worked in the State of California who earned non-discretionary remuneration and meal and/or rest period premium pay during the same workweek at any time from February 4, 2018 through August 29, 2022.

41. **“RROP Class Released Claims”** means all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations asserted in the Action related to failing to properly pay meal and/or

rest break premiums, including, but not limited to, all claims related thereto for: (1) regular rate of pay, (2) meal periods and meal period premiums, (3) rest breaks and rest break premiums, (4) inaccurate wage statements, (5) timely payment of wages during employment and at separation, (6) violation of the Unfair Competition Law, and (7) any other Labor Code violations including, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 512 and Business and Professions Code section 17200, *et seq.*, that accrued at any time between February 4, 2018 and August 29, 2022.

42. “**Workweek(s)**” refers to the number of weeks a Class Member worked for Defendant as a hourly or non-exempt employee in California during the Class Period, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class Member will be credited with at least one Workweek.

43. “**Workweek Dispute(s)**” refers to a Class Member’s written dispute of the pre-printed information in the Class Notice as to his or her Workweeks and/or PAGA Pay Periods.

FACTUAL BACKGROUND

44. Plaintiff filed a letter with the LWDA on January 31, 2022 alleging various wage and hour violations by Defendant.

45. On April 8, 2022, Plaintiff filed a civil complaint in Sacramento Superior Court alleging the following claims: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) business expense reimbursements, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of wages, and (12) violation of Unfair Competition Law.

46. On June 10, 2022, Plaintiff filed the operative first amended complaint entitled *Latoyia Kimii Brown v. HP Hood LLC and Does 1 through 50, inclusive*, Sacramento Superior Court No. 34-2022-00315068, alleging the following claims: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) business expense reimbursements, (7) regular rate of pay, (8) meal periods and meal period

///

1 premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) timely payment of
2 wages, and (12) violation of Unfair Competition Law, and (13) PAGA.

3 47. Plaintiff has not filed a motion for class certification in the Action, nor has a date
4 been set by the Court for the filing of such a motion.

5 48. The Action has been actively litigated. There have been on-going investigations, and
6 there has been an exchange of extensive documentation and information.

7 49. On June 12, 2022, the Parties participated in a mediation with well-respected
8 mediator Brandon McKelvey and reached a settlement of the claims in the Action as specified in
9 this Agreement.

10 **INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

11 50. **No Determination on the Merits.** There has been no determination on the merits
12 of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire
13 of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all
14 disputes and claims against the Released Parties arising from or related to the Action.

15 51. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full
16 and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement
17 or any statement or conduct in furtherance of the Settlement is intended or will be construed as an
18 admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any
19 liability to Plaintiff, any Class Members, or any PAGA Members. Defendant denies any liability
20 and wrongdoing of any kind associated with the alleged claims. Defendant further denies that, for
21 any purpose other than settling the Action, the Action is appropriate for class or representative
22 treatment. Defendant contends that it has complied with California and Federal employment laws at
23 all times and that employees have been paid all wages owed.

24 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

25 52. Solely for purposes of settling the Action, the Parties stipulate that the requisites for
26 class certification with respect to the Class Members are met. The Parties stipulate that certification
27 for settlement purposes is in no way an admission that class certification is proper for litigation
28 purposes, and that evidence of this limited stipulation for settlement purposes will not be deemed

admissible in this or any other proceeding. More specifically, the Parties stipulate that, solely for settlement purposes:

- A. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;
- B. With respect to the Class, common questions of law and fact predominate over questions affecting any individual member in the Class, including, but not limited to: whether Defendant paid proper wages and overtime to the Class; whether Defendant provided compliant meal periods and associated premium pay to the Class; whether Defendant provided compliant rest periods and associated premium pay to the Class; whether Defendant timely paid compensation and associated waiting time penalties; whether Defendant provided accurate itemized wage statements to the Class; and whether Defendant engaged in unlawful or unfair business practices affecting the Class in violation of the California Business & Professions Code;
- C. Plaintiff's claims are typical of the claims of the Class Members;
- D. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class; and
- E. A class action is superior to other available means for the fair and efficient adjudication of the controversy, as the prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

53. Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues.

SETTLEMENT AMOUNT

54. **Maximum Settlement Amount.** In consideration for the resolution and release of claims provided for by this Settlement, Defendant will pay the Maximum Settlement Amount of Four Hundred Eighty-Nine Thousand Seven Hundred Eighty Dollars (\$489,780.00), which is inclusive of all amounts Defendant is required to pay under the Settlement except as provided in Paragraph 55 below. The Maximum Settlement Amount is non-reversionary and will be used for the payment of the following:

A. Administration Expenses. The Administrator will be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. The Administration Expenses have been estimated by the Administrator not to exceed Ten Thousand Dollars (\$10,000.00).

B. Class Counsel's Attorneys' Fees and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed One-Third (33.333%) of the Maximum Settlement Amount, which is One Hundred Sixty-Three Thousand Two Hundred and Sixty Dollars (\$163,260.00), plus reasonable costs and expenses not to exceed Twenty Thousand Dollars (\$20,000), subject to approval by the Court. This Agreement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Class Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Counsel's Attorneys' Fees and Costs and not granted by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement. The Administrator will issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph.

C. Plaintiff's Enhancement Award. The Parties agree to the designation of Plaintiff Latoyia Kimii Brown as the Class Representative. Defendant agrees not to oppose or object to any application or motion by Class Counsel for an enhancement award not to exceed Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for

1 Plaintiff in recognition of her effort and work in prosecuting the Action and in
2 consideration for an individual general release of all claims with a waiver of California
3 Code of Civil Procedure Section 1542. Plaintiff's Enhancement Award is a part of, and
4 is to be deducted from, the Maximum Settlement Amount. If the Court approves an
5 enhancement award to Plaintiff in an amount less than that set forth above, the
6 difference between the amount set forth above and the amount approved by the Court
7 will be added to the Net Settlement Amount and distributed as provided in this
8 Agreement. In addition to the Court-approved Plaintiff's Enhancement Award, Plaintiff
9 will receive her pro-rata Individual Class Award and pro-rata Individual PAGA Award.
10 Plaintiff's Enhancement Award will be paid within 30 days after the Effective Date of
11 the Settlement. The Administrator will issue IRS Forms 1099-MISC for the Plaintiff's
12 Enhancement Award. Plaintiff assumes full responsibility and liability for taxes owed
13 on Plaintiff's Enhancement Award.

14 D. PAGA Allocation. Subject to Court approval, the Parties agree to allocate Forty Thousand
15 Dollars (\$40,000.00) of the Maximum Settlement Amount as PAGA penalties. The PAGA
16 Allocation will be distributed as follows:

- 17 i. LWDA Payment. Subject to Court approval of the PAGA Allocation, and per
18 California Labor Code section 2699(i), the Administrator will mail the LWDA
19 Payment to the LWDA along with a copy the Order Granting Final Approval of
20 the Settlement and Judgment to:

21 Department of Industrial Relations
22 Accounting Unit
23 455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

- 24 ii. Individual PAGA Awards. Subject to Court approval of the PAGA Allocation, and
25 per California Labor Code section 2699(i), the Administrator will distribute
26 Individual PAGA Awards to PAGA Members on a pro-rata basis based on the
27 number of pay periods worked by all PAGA Members during the PAGA Period.
28

The Administrator will calculate the number of pay periods worked by the PAGA Members during the PAGA Period, and the amount to be paid to PAGA Members per pay period based on information to be provided by Defendant. Partial pay periods will be rounded down; however each PAGA Member will be credited at a minimum with one pay period. When making Individual PAGA Award disbursements to Class Members, the Administrator may pay an Individual PAGA Award and an Individual Class Award as one sum, concurrently, to the extent appropriate. The PAGA Allocation is included in and will not increase the Maximum Settlement Amount. The Administrator will issue IRS Forms 1099-MISC to PAGA Members for their Individual PAGA Awards.

E. Net Settlement Amount. The Administrator will distribute the Net Settlement Amount as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendant. Partial Workweeks will be rounded down; however, each Participating Class Member will be credited at a minimum with one Workweek. Each Individual Class Award to a Participating Class Member will be attributed 5% as wages and 95% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. Participating Class Members are responsible for their share of the payroll taxes, which will be deducted by the Administrator from their Individual Class Awards.

55. **Escalator Clause.** Defendant estimated for purposes of mediation that during the Class Period there were 405 Class Members with an associated 50,386 workweeks and 22,787 PAGA pay periods. If the number of work weeks during the Class Period exceeds 50,386, the Maximum Settlement Amount will increase proportionally according to the number of additional workweeks above 50,386.

56. **Taxability of Settlement Payments.** Plaintiff, Class Counsel, Participating Class Members, and the PAGA Members are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Defendant makes no representations as to the taxability of any portions of the settlement payments, and it is understood and agreed that Defendant has made no such representations. Neither Class Counsel nor Defense Counsel intend anything in this Agreement to constitute advice regarding taxes or taxability; nothing in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

57. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle any Participating Class Member, PAGA Member, or Plaintiff to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle them to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Agreement are the sole payments to be made by Defendant to the Participating Class Members, PAGA Members, and Plaintiff in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

RELEASES

58. **Release By RROP Class Members.** As of the Effective Date, Plaintiff and all RROP Class Members who do not opt out of the Settlement fully, finally, and forever release, compromise, and discharge the Released Parties from the RROP Class Released Claims.

59. **Release By COVID Class Members.** As of the Effective Date, Plaintiff and all COVID Class Members who do not opt out of the Settlement fully, finally, and forever release, compromise, and discharge the Released Parties from the COVID Class Released Claims.

1 60. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class
2 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
3 Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms
4 of the Agreement, as well as the Final Approval Order and Judgment that may be entered by the
5 Court if it grants final approval to the Settlement.

6 61. **Release By PAGA Members and State of California.** As of the Effective Date,
7 Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release,
8 compromise, and discharge the Released Parties from the Released PAGA Claims for the PAGA
9 Period. This release is binding on the State of California, which includes the LWDA and its
10 departments, divisions, commissions, boards, agencies, and employees, and any of Defendant's
11 current or former employees who may seek to represent the State of California to recover civil
12 penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the
13 PAGA Period.

14 62. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no
15 statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the
16 Agreement.

17 63. **General Release by Plaintiff.** As of the Effective Date, Plaintiff fully, finally, and
18 forever releases, compromises, and discharges the Released Parties from all causes of action, claims,
19 judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff understands
20 and expressly agrees that this general release extends to all claims of every nature and kind
21 whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff has or
22 may have against the Released Parties, and all rights under Section 1542 of the California Civil Code
23 are hereby expressly waived. That Section reads as follows:

24 **A general release does not extend to claims that the creditor or**
25 **releasing party does not know or suspect to exist in his or her favor**
26 **at the time of executing the release and that, if known by him or**
27 **her, would have materially affected his or her settlement with the**
28 **debtor or released party.**

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1 Plaintiff acknowledges that she has read this general release, including the waiver of California Civil
2 Code section 1542, and that she has consulted counsel about the general release and specifically
3 about the waiver of section 1542, and that she understands the general release and the section 1542
4 waiver, and freely and knowingly enters into this Agreement. Plaintiff acknowledges that she may
5 later discover facts different from or in addition to those Plaintiff knows or now believes to be true
6 with respect to the matters released or described in this Agreement, and Plaintiff agrees that the
7 general release will remain effective in all respects notwithstanding any later discovery of any such
8 different or additional facts.

9 **64. Labor Code § 206.5 Inapplicable.** It is acknowledged that all individual settlement
10 awards made pursuant to this Agreement are on disputed claims and that Plaintiff, each
11 Participating Class Member, and each PAGA Member will be deemed to have acknowledged and
12 agreed that California Labor Code § 206.5 is not applicable. That section provides:

13 An employer shall not require the execution of a release of a claim or
14 right on account of wages due, or to become due, or made as an advance
15 on wages to be earned, unless payment of those wages has been made. A
16 release required or executed in violation of the provisions of this section
 shall be null and void as between the employer and the employee.
 Violation of this section by the employer is a misdemeanor.

17 **PROCEDURE FOR PRELIMINARY COURT APPROVAL OF AGREEMENT**

18 **65. Seeking Preliminary Approval.** Plaintiff will promptly submit this Agreement to
19 the Court in support of Plaintiff's Motion for Preliminary Approval of the Settlement. Plaintiff
20 agrees to provide Defendant the opportunity to review, and to seriously consider Defendant's
21 comments before filing Plaintiff's Motion for Preliminary Approval. Plaintiff will apply to the
22 Court for the entry of an order preliminarily approving the Settlement, substantially in the
23 following form and as attached hereto as **Exhibit A**, which provides, *inter alia*, for:

24 A. Scheduling a Final Approval Hearing on the question of whether the Settlement,
25 including payment of Attorneys' Fees and Costs, Settlement Administration Costs,
26 and Enhancement Awards should be finally approved as fair, reasonable and
27 adequate;
28

- 1 B. Certifying the Settlement Class, designating Plaintiff as the Class Representative, and
2 designating Plaintiff's counsel as Class Counsel;
3 C. Approving as to form and content the Class Notice;
4 D. Approving the manner and method for Class Members to request exclusion from the
5 Settlement, object to the Settlement, and/or dispute the Workweeks credited to them,
6 as contained herein and within the Class Notice;
7 E. Directing the mailing of the Notice Packet by First Class U.S. mail to the Class
8 Members; and
9 F. Preliminarily approving the Settlement subject only to the objections of Class
10 Members and final review by the Court.

11 66. **Submission of Settlement to LWDA.** This Agreement is subject to and conditioned
12 upon obtaining Court approval under Labor Code Section 2699(l)(2). At the same time Plaintiff
13 files with the Court the Preliminary Approval Motion accompanied with this Agreement, Class
14 Counsel will submit the Agreement to the LWDA through its on-line procedures, and will provide
15 Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

16 **CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

17 67. **Class Data.** Within 20 calendar days after Preliminary Approval, Defendant will
18 provide the Class Data to the Administrator. The Class Data will be based on Defendant's business
19 records and will be provided in a format reasonably acceptable to the Administrator. The Parties
20 agree the Class Members' contact information and Social Security numbers will be used only by
21 the Administrator for the sole purpose of effectuating the Settlement, and will not be provided to
22 Plaintiff or Class Counsel at any time or in any form. The Administrator will take reasonable steps
23 to protect the confidential and private information of the Class Members. To the extent Class
24 Counsel possesses or comes to possess the Class Members' contact information and/or social
25 security numbers, Class Counsel will immediately return all such information (including copies and
26 data or information derived therefrom), will not retain copies of such information, and will not
27 maintain or use such information for any purpose.

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1 68. **NCOA Check.** Prior to mailing of Class Notices, the Administrator will run a check
2 of the Class Members' addresses that are contained in the Class Data against those on file with the
3 U.S. Postal Service's National Change of Address ("NCOA") List; this check will be performed only
4 once per Class Member by the Settlement Administrator.

5 69. **Class Notice.** Within 45 calendar days after Preliminary Approval, the
6 Administrator will send by first-class mail a Class Notice to each Class Member in substantially the
7 form attached hereto as **Exhibit B**, and as approved by the Court. The Class Notice will include
8 the following information on Class Members' rights to respond to the Class Notice:

9 A. **Workweek/Pay Period Disputes.** A Class Member may dispute the pre-printed
10 information on the Class Notice as to their Workweeks and/or PAGA Pay Periods by
11 submitting a timely written Workweek Dispute to the Administrator. The Workweek
12 Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to
13 the Administrator. All Workweek Disputes must be postmarked no later than the
14 Dispute Deadline. Unless a disputing Class Member submits documentary evidence in
15 support of his or her dispute, the Defendant's records will be determinative. All
16 Workweek Disputes will be resolved and decided by the Administrator, and the
17 Administrator's decision on all disputes will be final and binding. The date of the
18 postmark on the Workweek Dispute return envelope will be the exclusive means used to
19 determine whether a Workweek Dispute has been timely submitted. No Workweek
20 Dispute will be honored if it is postmarked after the Dispute Deadline unless the Parties
21 mutually agree to accept the untimely dispute.

22 B. **Opting Out of the Settlement.** With the exception of the settlement of the PAGA
23 Released Claims, any Class Member may exclude themselves, if they do not wish to
24 participate in the Settlement, by submitting a timely written Request for Exclusion to
25 the Administrator. The Request for Exclusion must contain: the individual's full name,
26 signature with date, the case name and number of the Action; and a clear statement
27 indicating that he or she desires to be excluded from the Settlement. The Request for
28 Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent,

1 to the Administrator. All Requests for Exclusion must be postmarked no later than the
2 Response Deadline. Any individual who submits a Request for Exclusion will not be
3 allowed to object to the terms of the Settlement.

4 C. **Objecting to the Settlement.** Any Class Member who does not exclude himself/herself
5 from the Settlement (i.e., a Participating Class Member) may object to the terms of the
6 Settlement by filing a written objection with the Court and mailing a copy to the
7 Settlement Administrator, no later than the Response Deadline. A written objection
8 must contain: the Participating Class Member's full name, signature with date, the case
9 name and number of the Action, a clear statement indicating that he or she objects to the
10 Settlement, each specific reason in support of the objection along with any legal support
11 for each objection, a clear statement indicating whether he or she is represented by
12 counsel and whether he or she intends to appear at the Final Approval Hearing.
13 Alternatively, any Participating Class Member may object orally at the Final Approval
14 Hearing. If the Court rejects the objection, the individual will nevertheless be bound by
15 the terms of the Settlement. At no time will any of the Parties or their counsel seek to
16 solicit or otherwise encourage Participating Class Members to submit written objections
17 to the Settlement Agreement or appeal from the Final Approval Order and Judgment.
18 Class Counsel will not represent any Class Members with respect to any such objections
19 to this Settlement.

20 70. **Non-Deliverable Class Notices.** Class Notices returned to the Administrator as
21 non-deliverable before the Response Deadline will be re-sent to the forwarding address, if any, on
22 the returned envelope. A returned Class Notice will be forwarded only once per Class Member by
23 the Administrator. If there is no forwarding address, the Administrator will do a skip-trace search
24 for a more recent address associated with the Class Member whose Notice Packet was returned,
25 and re-mail the Notice Packet within five (5) calendar days; this search and re-mailing will be
26 performed only once per Class Member by the Administrator. If a Class Member's notice is re-
27 mailed, the Class Member will have fifteen (15) calendar days from the re-mailing, or sixty (60)
28 calendar days from the date of the initial mailing, whichever is later, in which to postmark

1 objections or submit a Request for Exclusion. Upon completion of these steps by the Administrator,
2 Defendant and the Administrator are deemed to have satisfied their obligations to provide the Class
3 Notice to Class Members. Irrespective of whether or not a Class Member receives a Class Notice,
4 they will remain a Class Member and will be bound by all the terms of the Settlement and the
5 contemplated Final Approval Order and Judgment, unless they submit a valid and timely Request
6 for Exclusion. The cost of all Return Envelopes or deficiency notices are a part of the
7 Administration Expenses to be paid out of the Maximum Settlement Amount.

8 71. **Right to Rescission.** If more than ten percent (10%) of Class Members opt out of the
9 Settlement by submitting valid and timely Requests for Exclusion, Defendant has the right (but need
10 not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by
11 providing written notice to Class Counsel at least ten (10) calendar days after the Administrator
12 furnishes Defendant with the number and percentage of valid and timely Requests for Exclusion
13 following the expiration of the Response Deadline. If Defendant exercises this option, Defendant will
14 pay all Settlement Administration Costs incurred through such date. If the Settlement is rescinded
15 pursuant to this provision, this Settlement will be considered null and void, neither the Settlement or
16 any of the related negotiations or proceedings will have any force or effect and no party will be
17 bound by any of its terms, and all Parties to this Settlement will stand in the same position, without
18 prejudice, as if the Settlement had been neither entered into nor filed with the Court.

19 **PROCEDURE FOR FINAL COURT APPROVAL OF AGREEMENT**

20 72. **Seeking Final Approval.** Plaintiff will prepare and file a motion for final approval
21 of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review the Final
22 Approval Motion, and to seriously consider Defendant's comments before filing the Final
23 Approval Motion. In conjunction with the Final Approval Motion, Class Counsel will submit a
24 proposed Final Approval Order and Judgment, in substantially the form attached hereto as **Exhibit**
25 **C**, that provides, *inter alia*, as follows:

- 26 A. Making final the conditional certification of the Class for settlement purposes only;
27 B. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
28 adequate, and directing consummation of its terms and provisions;

- 1 C. Approving an award of Attorneys' Fees and Costs to Class Counsel;
2 D. Approving the Enhancement Award to the Class Representative;
3 E. Approving the Administration Expenses to be paid to the Administrator;
4 F. Approving the PAGA Allocation and LWDA Payment to the LWDA;
5 G. Entry of judgment in the Action with continuing jurisdiction of the Court in conformity
6 with California Rules of Court Rule 3.769 and California Code of Civil Procedure Section
7 664.6 as necessary to enforce the terms of the Agreement.

8 73. **Declaration of Due Diligence.** In connection with and in support of Plaintiff's Final
9 Approval Motion, Class Counsel will file with the Court a declaration by the Settlement
10 Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice
11 to Class Members.

12 74. **Submission of Judgment to LWDA.** Within 10 calendar days after Class Counsel's
13 receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and
14 Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA
15 through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's
16 acknowledgment of receipt of the Final Approval Order and Judgment.

17 **SETTLEMENT FUNDING AND PAYMENTS DISBURSEMENTS**

18 75. **Accounting of Disbursement.** Within 15 calendar days after the Effective Date, the
19 Administrator will provide Defendant with payment instructions and a report listing the amount of
20 all payments to be made.

21 76. **Payment of Maximum Settlement Amount.** Within 30 calendar days after the
22 Effective Date, Defendant, on behalf of the Released Parties, will pay to the Administrator the
23 Maximum Settlement Amount. The Administrator will establish a Qualified Settlement Fund
24 ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this
25 Agreement. The Administrator will undertake all required withholding, remittances, reporting of
26 taxes, and issuance of the appropriate tax forms for payments required under this Agreement in
27 accordance with local, state, and federal laws.

28 ///

1 77. **Disbursement of Maximum Settlement Amount.** Within 40 calendar days after
2 the Effective Date, the Administrator will disburse the Maximum Settlement Amount as specified
3 in this Agreement and as approved by the Court in the Final Approval Order and Judgment. The
4 Administrator will be responsible for making payment of any court-approved Class Counsel's
5 Attorneys' Fee and Costs, any court-approved Plaintiff's Enhancement Award to the Class
6 Representative, Administration Expenses, the LWDA Payment, issuing the Individual Class
7 Awards to Participating Class Members, issuing Individual PAGA Awards to PAGA Members, and
8 meeting any reporting obligations.

9 78. **Default on Payment.** Defendant's failure to timely pay to the Administrator the
10 Maximum Settlement Amount will be considered a default. In the event Defendant fails to timely
11 fund the Maximum Settlement Amount, the Administrator will provide notice to Class Counsel and
12 Defense Counsel within three (3) business days of the missed payment. Thereafter, Defendant will
13 have seven (7) calendar days to cure the default and tender payment to the Administrator.

14 79. **Individual Class and PAGA Award Disbursements.** The Administrator will
15 distribute Individual Class Awards, subject to applicable taxes and withholdings, and Individual
16 PAGA Awards by way of check(s) mailed to the Participating Class Member and/or PAGA
17 Member at the last known address that the Administrator has on file. Settlement award checks will
18 remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their
19 issuance. If a settlement award check is returned to the Administrator, the Administrator will make
20 all reasonable efforts to re-mail it to the Class and/or PAGA Member at his or her correct address.
21 Upon the deadline to cash the settlement award checks, the checks will automatically be cancelled
22 by the Administrator if not cashed within that time and the funds associated with such cancelled
23 checks will be transmitted to the California State Controller's Office's Unclaimed Property
24 Division to be held as unclaimed funds in the Class and/or PAGA Member's name. A Class and/or
25 PAGA Member whose settlement award check(s) are cancelled remains subject to the Settlement,
26 the releases of claims, and the Court's Final Approval Order and Judgment. The checks provided
27 to Class and/or PAGA Members will prominently state the expiration date or a statement that the
28 checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter

1 accompanying the check. Lost or expired settlement award checks will not be reissued, except for
2 good cause and as mutually agreed by the Parties in writing. No person will have any claim against
3 Defendant, Released Parties, Defense Counsel, the Class Representative, any Class Member, any
4 PAGA Member, Class Counsel, or the Administrator based on distributions and payments made in
5 accordance with this Agreement.

6 80. **Declaration of Compliance.** Within one hundred ninety (190) days from the date of
7 issuance of settlement award checks, the Administrator will provide a declaration of compliance
8 with the terms of the Agreement and detailing proof of payment and the numbers of cashed and
9 uncashed checks (without disclosing or identifying information of Class Members). Class Counsel
10 will file the Administrator's declaration of compliance with the Court, as ordered by the Court.

11 **MISCELLANEOUS PROVISIONS**

12 81. **Stay of Discovery/Limited Confirmatory Informal Discovery.** To effectuate the
13 terms of the Settlement, the Parties agree all formal discovery is stayed pending final Court
14 approval of the Settlement. The Parties agree to engage in limited confirmatory informal discovery
15 as to the class period and class claims to support preliminary approval. The Parties will meet and
16 confer on the scope, nature, and timing of this confirmatory discovery. Any disputes as to
17 confirmatory discovery will be resolved by the mediator Brandon McKelvey.

18 82. **Limited Public Comment.** With the exception of court filings and notice to the
19 LWDA, the Class Representative and Class Counsel will not make: (1) any comments to the public
20 or the media; (2) engage in any mass communications or other publicity, including, but not limited
21 to, website, blog, or social media postings, and (3) public disclosure of the terms of this Settlement
22 (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this
23 Settlement, and all documents related to the Settlement. The Parties will use their best efforts to
24 reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure that
25 Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against public
26 comment of the Settlement. Class Counsel further agrees to cease all affirmative mass
27 communication (oral and written) with the Class Members, other than through Court-approved
28 notices. This provision does not prevent Class Counsel from communicating with any Class

Members who may contact Class Counsel. Also, nothing in this Agreement restricts Class Counsel from disclosing and including all publicly available information regarding this case and the settlement in any documents filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

83. **Media Communications / No Attorney Advertising.** The Parties will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court and respond only with "The matter has been resolved." Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against any media comment on the Settlement and its terms. Class Counsel also agrees that their law firm will not specifically refer to this case, this settlement, or the names of Released Parties in any advertising or promotional material of any kind on their website, on any social media platform, or in any other written or electronic communications of any kind or nature.

84. **No Assignment of Claims.** The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

85. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or his, her, or its counsel participated in the drafting of this Agreement.

86. **No Admission.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Plaintiff, Defendant, or Released Parties. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

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1 87. **Captions and Interpretations.** Paragraph titles or captions contained herein are
2 inserted as a matter of convenience and for reference, and in no way define, limit, extend or
3 describe the scope of this Agreement or any provision of it.

4 88. **Modification and Waiver.** This Agreement may not be changed, altered or
5 modified, except in writing specifically referencing this Agreement, signed by the Parties, and
6 approved by the Court. No rights under this Agreement may be waived except in writing
7 specifically referencing this Agreement, signed by the waiving Party or Parties.

8 89. **Notice to Counsel.** Unless otherwise specifically provided herein, all notices,
9 demands, or other communications provided for in this Agreement will be in writing and will be
10 both emailed and mailed by United States registered or certified mail, return receipt requested,
11 addressed as follows:

12 **Class Counsel:**

13 Larry W. Lee
14 lwlee@diversitylaw.com
15 Christine Lee
16 christine@diversitylaw.com
17 **DIVERSITY LAW GROUP, PC**
18 515 S. Figueroa St., Suite 1250
19 Los Angeles, CA 90071

20 **Defense Counsel:**

21 Corey J. Cabral
22 ccabral@cdflaborlaw.com
23 Sander van der Heide
24 svanderheide@cdflaborlaw.com
25 **CDF Labor Law LLP**
26 900 University Avenue, Suite 200
27 Sacramento, California 95825

28 90. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to
accomplish the terms of this Agreement, including, but not limited to, execution of such documents
and taking such other action as reasonably may be necessary to implement the terms of this
Agreement. The Parties will use their best efforts, including all efforts contemplated by this
Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to
effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of
this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and Defense
Counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court
does not issue an order approving the Agreement under the specific terms requested, the Parties
agree to meet and confer to address the Court's concerns in good faith and determine whether
resolution of the claims encompassed by the Agreement can be obtained in a manner consistent

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1 with the Court's concerns. The Parties, Class Counsel, and Defense Counsel agree that they will
2 not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

3 91. **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel
4 regarding the implementation or interpretation of this Agreement that they are unable to resolve
5 cooperatively, the Parties agree to submit any such dispute(s) to mediator Brandon McKelvey. To
6 the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the
7 Court, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

8 92. **Parties' Authority.** It is agreed that because the Class and PAGA Members are so
9 numerous, it is impossible or impractical to have each Class and PAGA Member execute this
10 Agreement. The Class Notice will advise all Class and PAGA Members of the binding nature of
11 the releases of claims provided for by the Settlement, and that the releases will have the same force
12 and effect as if this Agreement were executed by each Participating Class Member and PAGA
13 Member. The signatories to this Agreement represent that they are fully authorized to enter into this
14 Agreement and bind the Parties to its terms and conditions.

15 93. **Agreement Binding on Successors.** This Agreement is binding on and inures to
16 the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors,
17 administrators, successors and assigns.

18 94. **Integration Clause.** This Agreement contains the entire agreement between the
19 Parties relating to any and all matters addressed in the Agreement, and all prior or
20 contemporaneous agreements, understandings, representations, and statements, whether oral or
21 written and whether by a party or such party's legal counsel, are merged herein.

22 95. **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement,
23 Defendant and Plaintiff will each bear their own attorney's fees and costs.

24 96. **Counterparts.** This Agreement may be executed in counterparts and by original or
25 electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code §
26 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least
27 one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an

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1 holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the
 2 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

3 98. **California Law.** All terms of this Agreement will be governed by and interpreted
 4 according to the laws of the State of California.

5 99. **Voluntary Agreement.** The Parties expressly declare and represent that they have
 6 read this Agreement and have consulted with counsel, or had the opportunity to consult with
 7 counsel, regarding the meaning of the provisions, terms, and conditions contained in this
 8 Agreement. The Parties further expressly declare and represent that they fully understand the
 9 content and effect of this Agreement, that they approve and accept its terms and conditions, and
 10 that the Agreement is executed freely and voluntarily.

11 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement
 12 as of the date(s) set forth below:

13
 14 Dated: 11/28/2023 _____

DocuSigned by:
 Latoyia Brown
 105D70BE294942A
 Plaintiff Latoyia Kimii Brown

Defendant HP Hood LLC

15
 16
 17
 18 Dated: _____

By: _____

19 Name: _____

20 Title: _____
 21 Authorized Agent for HP Hood LLC

22 **AGREED AS TO FORM AND CONTENT:**

23 DIVERSITY LAW GROUP, P.C.

24
 25 Dated: 12/14/2023 _____


 Larry W. Lee
 Shalom "Christine" Choo
 Attorneys for Plaintiff Latoyia Kimii Brown

26 CDF LABOR LAW LLP

original and, when taken together with other signed counterparts, will constitute one Agreement binding upon and effective as to all Parties.

97. **Extension of Deadlines.** If the date by which any court filing, mailing, or deadline is to occur per the terms and conditions of this Agreement falls on a Saturday, Sunday, or legal holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

98. **California Law.** All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

99. **Voluntary Agreement.** The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained in this Agreement. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept its terms and conditions, and that the Agreement is executed freely and voluntarily.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement as of the date(s) set forth below:

Dated: _____

Plaintiff Latoyia Kimii Brown

Defendant HP Hood LLC

Dated: December 12, 2023

Paul Nightingale
By: sign

Name: Paul Nightingale

Title: Senior Vice President and General Counsel
Authorized Agent for HP Hood LLC

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AGREED AS TO FORM AND CONTENT:

DIVERSITY LAW GROUP, P.C.

Dated: _____

Larry W. Lee
Shalom “Christine” Choo
Attorneys for Plaintiff Latoyia Kimii Brown

CDF LABOR LAW LLP

Dated: December 12, 2023



Sander van der Heide
Attorneys for Defendant HP Hood LLC

EXHIBIT A

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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,)
16 Defendants.) **[PROPOSED] ORDER GRANTING**
17) **PRELIMINARY APPROVAL OF CLASS**
18) **AND PAGA SETTLEMENT**
19) Action Filed: February 4, 2022

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

21 Plaintiff Latoyia Kimii Brown's ("Plaintiff") Motion for Preliminary Approval of Class
22 and PAGA Settlement ("Motion for Preliminary Approval") came before this Court, on [DATE],
23 at [TIME] a.m. in Department 28, before the Honorable Lauri Damrell. The Court having
24 reviewed the Agreement and considered the papers, the arguments of counsel, and all other
25 evidence and matters presented, and good cause appearing:

26 **IT IS ORDERED** that the Motion for Preliminary Approval of Class and PAGA
27 Settlement is **GRANTED**, subject to the following findings and orders:

28 1. The Court grants preliminary approval of the Parties' settlement based upon the
terms set forth in the Joint Stipulation of Class and PAGA Settlement ("Agreement" or
"Settlement") filed herewith. All terms used herein have the same meaning as defined in the

1 Agreement. The settlement set forth in the Agreement appears to be fair, adequate and
2 reasonable to the Class and PAGA Members.

3 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
4 adequate and reasonable; (b) the Maximum Settlement Amount and Net Settlement Amount are
5 fair, adequate and reasonable when balanced against the probable outcome of further litigation
6 relating to liability and damages issues; (c) sufficient investigation and research have been
7 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
8 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
9 as avoid the delay and risks that would be presented by the further prosecution of the Action; and
10 (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

11 3. A final fairness hearing on the question of whether the Settlement, Attorneys' Fees
12 and Costs to Class Counsel, Plaintiff's Enhancement Award, and Administration Expenses should
13 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
14 Department 28 on the date and time set forth in Paragraph 10 below.

15 4. This Court approves, as to form and content, the Class Notice, in substantially the
16 form attached to the Agreement as **Exhibit B**. The Court approves the procedure for Class
17 Members to participate in, to opt out of, and/or to object to, the Settlement as set forth in the
18 Agreement and the Class Notice.

19 5. The Court directs the mailing of the Class Notice by first class mail to the Class
20 and PAGA Members in accordance with the Implementation Schedule set forth below. The Court
21 finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
22 Implementation Schedule, meet the requirements of due process and provide the best notice
23 practicable under the circumstances and will constitute due and sufficient notice to Class and
24 PAGA members.

25 6. The Court concludes that, for settlement purposes only, the Class is preliminarily
26 and conditionally certified and meets the requirements for certification under section 382 of
27 California Code of Civil Procedure in that: (1) the Class is ascertainable and so numerous that
28 joinder of all members of the Class is impracticable; (b) common questions of law and fact

1 predominate, and there is a well-defined community of interest amongst the members of the
2 Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the
3 claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interest of
4 the members of the Class; (e) a class action is superior to other available methods for the
5 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for
6 the Plaintiff in her individual capacity and as the representative of the Class.

7 7. The Court confirms Plaintiff Latoyia Kimii Brown as the Class Representative,
8 and Larry W. Lee, Esq. and Shalom "Christine" Choo, Esq. of the law firm Diversity Law
9 Group, P.C., as Class Counsel.

10 8. The Court confirms CPT Group, Inc. as the Administrator.

11 9. The Court approves the proposed procedures, as set forth in the Agreement for:
12 seeking exclusion from the Settlement by submitting to the Administrator a valid and timely
13 Request for Exclusion; objecting to the Settlement by filing with the Court and submitting to the
14 Administrator a written objection; and disputing credited workweeks by submitting to the
15 Administrator a valid and timely Workweek Dispute.

16 10. A final fairness hearing will be held before this Court on _____ at
17 _____ a.m./p.m. in Department 28 of the Superior Court of California for the
18 County of Sacramento located at 720 9th Street Sacramento, California 95814, to determine all
19 necessary matters concerning the Settlement, including: whether the proposed settlement of the
20 Action on the terms and conditions provided for in the Agreement is fair, adequate, and
21 reasonable and should be finally approved by the court; whether a judgment, as provided in the
22 Agreement, should be entered; whether the plan of allocation contained in the Settlement
23 should be approved as fair, adequate, and reasonable to the Class Members; and determine
24 whether to finally approve the allocations and requests for Class Counsel's Fees and Costs,
25 Plaintiff's Enhancement Award, Administration Expenses, and PAGA Allocation. Class
26 Counsel will file a motion for final approval of the Settlement and for Class Counsel's Fees and
27 Costs, Plaintiff's Enhancement Award, and Administration Expenses, along with the appropriate
28 declarations and supporting evidence, including the Administrator's declaration in accordance

with California Code of Civil Procedure section 1005(b) (i.e., 16 court days prior to the final fairness hearing).

The Court orders the following **Implementation Schedule** for further proceedings:

	Event	Date
a.	Deadline for Defendant to Submit Class Data to Administrator	[20 calendar days after Order granting preliminary Approval]
b.	Deadline for Administrator to Mail Class Notice to Class and PAGA Members	[45 calendar days after Order granting preliminary Approval]
c.	Deadline for Class Members to Postmark Workweek Dispute	[45 calendar days after mailing of the Class Notice]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Class Notice]
e.	Deadline for Receipt by Court and Administrator of any objections to Settlement	[60 calendar days after mailing of the Class Notice]
f.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[70 calendar days after mailing of the Class Notice, provided number and percentage of opt outs previously provided to Defendant]
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel's Attorneys' Fees and Costs and Plaintiff's Enhancement Award	[16 Court days before Final Approval Hearing]
h.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]

i.	Final Approval Hearing	
		Date:
		Time:

11. Pending the final fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

IT IS SO ORDERED.

Dated: _____

HONORABLE LAURI DAMRELL
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
APPROVAL**

Latoyia Kimii Brown v. HP Hood LLC; and Does 1 through 50, inclusive
Sacramento Superior Court No. 34-2022-00315068

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A
SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.**

I. BACKGROUND OF THE CASE

On April 8, 2022, former employee Latoyia Kimii Brown (“Plaintiff”) filed a lawsuit alleging wage and hour violations against HP Hood LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”). On June 10, 2022, Plaintiff filed an amended complaint also seeking penalties under the California Private Attorney General Act (“PAGA”). The lawsuit was filed in Superior Court of the State of California for Sacramento County (“Court”), Case No. 34-2022-00315068 (the “Action”).

The Action alleges Defendant failed to pay wages and reimbursements for undergoing COVID screenings and temperature checks and failed to properly pay meal and/or rest break premiums and alleges related claims for off-the-clock work; unpaid minimum wages; unpaid regular wages; unpaid overtime and double time; business expense reimbursements; regular rate of pay; meal periods and meal period premiums; rest breaks and rest break premiums; inaccurate wage statements; timely payment of wages during employment and at separation; violation of the Unfair Competition Law; and penalties under PAGA.

Defendant denies all claims, denies that Plaintiff and the Class Members are entitled to any recovery, and assert affirmative defenses in response to Plaintiff’s claims.

The Action has been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all current and former hourly or non-exempt employees of Defendant who worked in the State of California who earned non-discretionary remuneration and meal and/or rest period premium pay during the same workweek at any time from February 4, 2018 through August 29, 2022 (“RROP Class Members”);
- (2) all current and former hourly or non-exempt employees of Defendant who worked in the State of California at any time from January 31, 2021 through April 10, 2022 (“COVID Class Members”); and
- (3) all current and former Class Members (defined as RROP Class and COVID Class Members) employed by Defendant at any time from February 2, 2021 through August 29, 2022 (“PAGA Members”).

II. ESTIMATED INDIVIDUAL AWARD

You have received this notice because Defendant's records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendant's records, you are [a RROP Class Member] [a COVID Class Member] [both a RROP and COVID Class Member] and your Individual Class Award is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Award is estimated to be \$_____. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Award, then you are not eligible for an Individual PAGA Award under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period, and you worked _____ pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant agrees to pay the Maximum Settlement Amount of Four Hundred Eighty-Nine Thousand Seven Hundred Eighty Dollars (\$489,780.00), which is inclusive of all amounts Defendant is required to pay under the Settlement, all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes, Plaintiff's Enhancement Award, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$10,000.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$40,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$163,260.00 (33.333% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$10,000.00 as Plaintiff's Enhancement Award for Plaintiff in recognition of her effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court the Administrator will distribute the remaining amount (the “Net Settlement Amount”) as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendant.

4. Each Individual Class Award to a Participating Class Member will be attributed 5% as wages and 95% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members’ PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Awards. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Awards. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendant and the Released Parties from the RROP Class Released Claims and COVID Class Released Claims as described below. Additionally, every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have released the below-described released claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. “Released Parties” means (i) HP Hood LLC (“Defendant”); (ii) each of Defendant’s past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating COVID Class Members. As of the Effective Date, Plaintiff and all COVID Class Members who do not opt out of the Settlement fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations asserted in the Action related to failing to pay wages and reimbursements for undergoing COVID screenings and temperature checks, including, but not limited to, all claims related thereto for: (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) business expense reimbursements, (7) inaccurate wage statements, (8) timely payment of wages during employment and at separation, (9) violation of the Unfair Competition Law, and (10) any other Labor Code violations including, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 510, 558, 1194, 1197, 1197.1, 2802, and Business and Professions Code section 17200, *et seq.*, that accrued at any time between January 31, 2021 and April 10, 2022.

c. Release by Participating RROP Class Members. As of the Effective Date, Plaintiff and all RROP Class Members who do not opt out of the Settlement fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations asserted in the Action related to failing to properly pay meal and/or rest break premiums, including, but not limited to, all claims related thereto for: (1) regular rate of pay, (2) meal periods and meal period premiums, (3) rest breaks and rest break premiums, (4) inaccurate wage statements, (5) timely payment of wages during employment and at separation, (6) violation of the Unfair Competition Law, and (7) any other Labor Code violations including, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 512 and Business and Professions Code section 17200, *et seq.*, that accrued at any time between February 4, 2018 and August 29, 2022.

d. Release By PAGA Members and State of California. As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to failing to properly pay meal and/or rest break premiums and failing to pay wages and reimbursements for undergoing COVID screenings and temperature checks, including, but not limited to, all claims for: (1) regular rate of pay, (2) meal periods and meal period premiums, (3) rest breaks and rest break premiums, (4) off-the-clock work, (5) unpaid minimum wages, (6) unpaid regular wages, (7) unpaid overtime, (8) unpaid double time, (9) business expense reimbursements, (10) inaccurate wage statements, (11) timely payment of wages during employment and at separation, and (12) any other Labor Code violations that were alleged in that Action, or that could have been alleged in the Action based on the facts alleged in the Action, which include, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, that accrued during the PAGA Period (February 2, 2021 through August 29, 2022).

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendant during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the COVID Class Released Claims and/or RROP Class Released Claims against the Defendant and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action; and a clear statement indicating that you want to be excluded from the

	Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 28 of the Superior Court of California for the County of Sacramento located at 720 9th Street Sacramento, California 95814. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It's possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.
You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is [DATE]	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendant's records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendant's records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.

V. HOW TO CONTACT THE ADMINISTRATOR

[ADMINISTRATOR]

[ADDRESS 1]

[ADDRESS 2]

Telephone: [NUMBER]

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Class Action and PAGA Settlement” which is on file with the Clerk of the Court and can be accessed at <<<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>>>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court at 720 9th Street Sacramento, California 95814.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

Larry W. Lee, Esq.
Christine S. Lee, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, Ca 90071
Telephone: (213) 488-6555
lwlee@diversitylaw.com
christine@diversitylaw.com

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

BY ORDER OF THE SUPERIOR COURT.

EXHIBIT C

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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:**

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

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

27 Due and adequate notice having been given to all Class and PAGA Members as
28 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 [REDACTED] Requests for Exclusion from the Settlement by Class Members. Accordingly,
8 the 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 [REDACTED] Class Members have timely and validly opted out
18 of the Settlement and will not be bound by this Final Order Approving Class Action Settlement
19 and 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 \$[REDACTED].00 to Class Counsel is reasonable; and is approved. The Court directs the
5 Administrator to issue payment in the amount of \$[REDACTED].00 to Diversity Law Group, P.C.
6 for 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 **IT IS SO ORDERED ADJUDGED AND DECREED.**

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

19
20 Dated: _____

HONORABLE LAURI DAMRELL
JUDGE OF THE SUPERIOR COURT

EXHIBIT B