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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

**DECLARATION OF VERONICA
OLIVARES WITH RESPECT TO
NOTIFICATION AND SETTLEMENT
ADMINISTRATION**

Action Filed: February 4, 2022

FINAL APPROVAL HEARING

Date: January 3, 2025

Time: 9:00 a.m.

Dept: 22

1 I, Veronica Olivares, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class action
3 Settlement Administrator for *Brown v. HP Hood LLC*. I have personal knowledge of the facts set
4 forth in this declaration and, if called upon to testify, I could and would testify competently to such
5 facts.

6 2. CPT Group has extensive experience in providing notice of class actions and
7 administering class action settlements. For over 30 years, we have provided notification and/or
8 settlement administration services in over one thousand class action cases.

9 3. CPT was selected by the parties to administer the settlement in this action. In this
10 capacity, CPT was charged with (a) preparing, printing, and mailing to the Class Members the Notice
11 of Class Action Settlement and Hearing Date for Final Court Approval (hereinafter referred to as the
12 “Class Notice”); (b) processing undeliverable mail and locating updated addresses; (c) receiving other
13 communications about the settlement; (d) notifying the parties of the number of class members who
14 filed timely requests for exclusion; (e) notifying the parties of the number of class members who filed
15 untimely or deficient requests for exclusion, and taking steps to cure the deficiencies; (f) establishing
16 and maintaining a toll free case hotline where class members can speak to case representatives
17 regarding case specific questions; and (g) will be responsible for calculating and mailing checks to
18 Settlement Class Member as well as completing any associated tax reporting to the State and Federal
19 tax authorities.

20 4. CPT received the Court-approved text for the Class Notice from Counsel on July 22,
21 2024. CPT prepared a draft of the Class Notice consisting of 5-pages for mailing to the class members.
22 Attached hereto as **Exhibit A** is a true and correct copy of the Class Notice.

23 5. On August 7, 2024, CPT received a data file from Defendant HP Hood containing the
24 Class Data for the purpose of mailing the Class Notice to Class Members. The data file and the
25 finalized mailing list contained 405 Settlement Class Members.

26 6. On August 23, 2024, CPT conducted a National Change of Address (NCOA) search
27 in an attempt to update the class list of addresses as accurately as possible. A search of this database
28

1 provides updated addresses for any individual who has moved in the previous four years and notified
2 the U.S. Postal Service of their change of address.

3 7. The Class Notices were enclosed in envelopes with the class member's name and
4 known address printed on them. On August 27, 2024, the Class Notices were mailed via U.S. First-
5 Class mail to all 405 class members. The Class Notice indicated a deadline date of October 28, 2024,
6 to dispute, to object or request for exclusion from the settlement.

7 8. As of the date of this declaration, 14 Class Notices have been returned to our office
8 by the U.S. Postal Service, 0 of which were provided a new address by the Post Office. For the
9 remaining 14 Class Notices, CPT performed a skip trace to locate a better address using Accurant,
10 one of the most comprehensive address databases available. Accurant utilizes hundreds of different
11 databases supplied by credit supporting agencies, public records, and a variety of other national
12 databases.

13 9. As a result of skip trace effort or re-mail request from Counsel or the class members
14 themselves, a total of 11 Class Notices have been re-mailed to date. In addition, 3 Class Notices were
15 also forwarded by CPT. As of the date of this declaration, a total of 11 Class Notices are deemed
16 undeliverable as no better address was provided from the Post Office or obtained through skip trace.

17 10. As of the date of this declaration, CPT has received 0 requests for exclusions.

18 11. As of the date of this declaration, CPT received 1 dispute regarding workweeks
19 worked. The dispute was forwarded to Defense Counsel for review, and it was determined the
20 Defendants records are accurate.

21 12. As of the date of this declaration, CPT has received 0 objections to the settlement.

22 13. As of the date of this declaration, CPT reports a total of 405 Settlement Class
23 Members, representing 100% of the Settlement Class.

24 14. Pursuant to the terms of the Settlement Agreement, the Settlement Class Members will
25 receive a proportionate share of the Net Settlement Amount, currently estimated to be \$252,707.33,
26 based on the number of weeks worked during the Class Period. The total number of weeks worked
27 for the 405 participating class members is 50,386. Based on the estimated settlement calculations at
28

1 this time, the average Class Member Payment to each Settlement Class Member is estimated to be
2 \$628.22 and the highest payment is estimated to be \$1,199.61

3 15. Pursuant to the Settlement Agreement, PAGA Members will receive a proportionate
4 share of the PAGA Allocation distributed to PAGA Members, currently estimated to be \$10,000.00
5 based on the number of pay periods worked during the PAGA Period. All Settlement Class Members,
6 including individuals who requested exclusion from the Settlement if they are PAGA Members will
7 receive an Individual PAGA Award. The total number of pay periods worked for 371 participating
8 PAGA Members is 22,787. Based on the estimated calculations at this time, the average Individual
9 PAGA Payment to each PAGA Member is estimated to be \$26.95 and the highest payment is
10 estimated to be \$35.99.

11 16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to
12 calculate the settlement payment amount for each Settlement Class Member and PAGA Member.
13 The Net Settlement Amount is calculated as set forth below:

14	Maximum Settlement Amount	\$489,780.00
15	Less Attorneys' Fees (Requested)	- \$163,260.00
16	Less Attorneys' Litigation Cost	- \$12,091.18
17	Less Service Award to Plaintiff Brown (Requested)	- \$10,000.00
18	Less PAGA Payment to the LWDA	- \$30,000.00
19	Less PAGA Payment to Aggrieved Employees	- \$10,000.00
20	Less Settlement Administration Costs	- \$10,000.00
21	Less Employer Payroll Taxes	- \$1,721.49
22	Remaining Net Settlement Amount	\$252,707.33

23 17. CPT will charge a total of \$10,000.00 in costs associated with the administration of
24 the settlement. This includes all costs incurred to date, as well as estimated costs involved in
25 completing the settlement.

26 I declare under penalty of perjury under the laws of California the foregoing is true and correct.
27 Executed this 10th day of December 2024 in Irvine, California.

28


Veronica Olivares

EXHIBIT A

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 Case 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 «ClassType» and your Individual Class Award is estimated to be «SettAmt» (less applicable withholdings) based on «Total_ServiceCredits» service credits. RROP Class Members receive one service credit for each week worked from February 4, 2018 through August 29, 2022. COVID Class Members receive one service credit for each week worked from January 31, 2021 through April 10, 2022. If, for a given workweek you are both a COVID Class Member and a RROP Class Member, you will receive two service credits. Your Individual PAGA Award is estimated to be «PAGAAmt». 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 a total of «WorkWeeks» workweeks during the RROP and/or COVID Class Period(s), and you worked «PAGAPeriods» 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 October 28, 2024	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 October 28, 2024	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 January 3, 2025 at 9:00 a.m. in Department 22 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. <u>You may attend by Zoom via https://saccourt-ca.gov.zoomgov.com/my/sscdept22</u>. 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 October 28, 2024	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

Brown v. HP Hood LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1-(888) 628-0891

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:

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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.