

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Christine S. Lee (State Bar No. 339947)
christine@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff, the Class, and the Aggrieved Employees

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 34-2022-00315068

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

Date: January 3, 2025

Time: 9:00 a.m.

Dept.: 22

Action Filed: February 4, 2022

Trial Date: None Set

DECLARATION OF LATOYIA KIMII BROWN

I, Latoyia Kimii Brown, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant HP Hood LLC (“Defendant”) as a Relief Worker, from about March 25, 2019, to about October 25, 2021. During my employment with Defendant, I was a non-exempt, hourly employee.

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

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

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

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

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have continuously been kept apprised of the status of this case. I estimate I have spent more than 25 hours assisting my attorneys with this case from the inception until now. To date, I have

performed a number of tasks in my role as the representative, including, but not limited to:

- a. Meeting with my attorneys to discuss this case and the facts involved on numerous occasions, including numerous telephonic and in-person meetings at various stages of the lawsuit;
- b. Searching for and gathering documents related to this case, including my employment records and paystubs;
- c. Reviewing the pleadings and other documents, including the PAGA letter and complaint;
- d. Reviewing the settlement agreements and revising my declarations in support of settlement approval;
- e. Regularly providing information to my attorneys and responding to any questions; and
- f. Remaining available during mediation.

8. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of those of the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

9. I have and continue to be willing to assist in the investigation of this matter as well as make myself available for trial or any further proceeding in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed class and will carry out those duties as necessary.

10. Based on my understanding of the case, I am of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and is in the best interests of the Class.

11. I am aware and have been aware from the inception of the case, that there is the risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I accepted

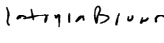
1 that risk in this case. I also understood that an individual case would have resolved much faster
2 than a class action and involved much less financial risk than a class action.

3 12. I understood that filing this lawsuit is a public record, and I accepted that burden.

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

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

8 Executed on this ⁹ day of December 2024, at Sacramento, California.

9 DocuSigned by:
10 
11 106D70BE294042A
12 Latoyia Kimii Brown
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28