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Attornys for Plaintiff,
DANIEL ARAIZA

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
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Reviewed By: R. Walker
Case #16CV298621
Envelope: 5304776**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

DANIEL ARAIZA, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

HEWLETT PACKARD ENTERPRISE
COMPANY, a Delaware corporation; and
DOES 1-50, inclusive,

Defendants.

CASE No. 16-CV-298621

**DECLARATION OF JEREMIAH
KINCANNON REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

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1 Settlement, object to the Settlement, or do nothing, and the implications of each such action. The
2 Class Notice advised Class Members of applicable deadlines and other events, including the Final
3 Approval Hearing, and how Class Members could obtain additional information. The Class Notice
4 was pre-printed with the name and address of the Class Member, work weeks used to calculate
5 his/her estimated settlement share, and instructions for challenging the work weeks. A sample
6 Notice Packet is attached hereto as **Exhibit A**.

8 5. On August 28, 2020, Counsel for Defendant provided Simpluris with a mailing list
9 containing the name, last known address, Social Security Number, and pertinent employment
10 information during the Class Period for the Class Members. The Class List contained data for 1,383
11 unique Class Members.

13 6. The mailing addresses contained in the Class List were processed and updated
14 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
15 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event
16 that any individual had filed a U.S. Postal Service change of address request, the address listed with
17 the NCOA was utilized in connection with the mailing of the Notice Packets.

19 7. On September 4, 2020, after updating the mailing addresses through the NCOA,
20 Notice Packets were mailed via First Class Mail to 1,383 Class Members contained in the Class List.

21 8. As of today’s date, 104 Notice Packets were returned by the post office. For those
22 without forwarding addresses, Simpluris attempted to find a forwarding address using Accurant, a
23 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s name and previous
24 address to locate a current address. Altogether, Simpluris re-mailed 95 Notice Packets to either; a new
25 forwarding address provided by the Post Office, a newfound address using Accurant, or a forwarding
26 address provided by the Class. Ultimately, 9 Notice Packets remained undeliverable because
27 Simpluris was unable to find a deliverable address.
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Araiza v. Hewlett Packard Enterprise Company; HP Inc.

Superior Court of the State of California for the County of Santa Clara, Case No. 16-CV-298621

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY HEWLETT-PACKARD COMPANY (“HP”), HEWLETT PACKARD ENTERPRISE COMPANY (“HPE”), HP INC. (“HPI”) OR ANY OF THEIR CURRENT OR FORMER SUBSIDIARIES AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM DECEMBER 29, 2011 THROUGH SEPTEMBER 30, 2017, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode»

«City», «State» «Zip»-«ZipDPC3»

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in a class action lawsuit entitled *Daniel Araiza, on behalf of himself, all others similarly situated v. Hewlett Packard Enterprise Company, a Delaware Corporation; HP Inc., and DOES 1-50, inclusive*, Superior Court of the State of California for the County of Santa Clara, Case No. 16-CV-298621 (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to describe briefly the case, and to inform you of your rights and options in connection with the Action and the Settlement. The Settlement will resolve all claims in the Action. A final approval hearing concerning the Settlement will be held before the Hon. Brian C. Walsh on December 10, 2020 at 9:00 a.m. in Department 1 of the Santa Clara Superior Court, located at 191 North First Street in San Jose, CA 95113 to determine whether the Settlement is fair, adequate, and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will receive an individual settlement payment and will give up your right to pursue a separate legal action against Defendants for the claims alleged in this Action, except that you will not release any claims under the federal Fair Labor Standards Act unless you receive and cash or deposit a Settlement Payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must write to the Court about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Settlement includes all current and former non-exempt employees in the State of California employed by Hewlett-Packard Company or its subsidiaries between December 29, 2011 and October 31, 2015, by Hewlett Packard Enterprise Company or its current or former subsidiaries between November 1, 2015 and September 30, 2017, or by HP Inc. or its current or former subsidiaries between November 1, 2015 through June 30, 2017, excluding those who signed releases of claims and those who signed arbitration agreements with class action waivers. (the “Class”).

According to HPI’s and/or HPE’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Daniel Araiza (“Plaintiff”) alleges on behalf of himself and the Class the following claims against Defendants Hewlett Packard Enterprise Company and HP Inc. (collectively “Defendants”): (1) failure to provide timely and compliant meal periods; (2) failure to pay all hourly wages and overtime wages; (3) failure to pay all accrued vacation and floating holidays upon separation of employment; (4) failure to provide accurate wage statements; (5) failure to timely pay all final wages; (6) unfair competition; and (7) civil penalties under the Private Attorneys General Act (“PAGA”). In the Action, Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff’s counsel also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

SETAREH LAW GROUP
Shaun Setarch, State Bar No. 204514
shaun@setarhlaw.com
Thomas Segal, State Bar No. 222791
thomas@setarehlaw.com
9454 Wilshire Boulevard, Suite 907
Beverly Hills, California 90212
Telephone: +1.310.888.7771
Facsimile: +1.310.888.0109

Defense Counsel

MORGAN, LEWIS & BOCKIUS LLP
Melinda S. Riechert, State Bar No. 65504
melinda.rieichert@morganlewis.com
Aleksandr Markelov, State Bar No. 319235
aleksandr.markelov@morganlewis.com
1400 Page Mill Road
Palo Alto, CA 94304
Tel: +1.650.843.4000
Fax: +1.650.843.4001

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$9,600,000 (“Settlement Amount”) for: (a) individual settlement payments to Class Members; (b) the Court-approved Service Enhancement to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) payment of PAGA penalties.

Out of the Settlement Amount, Class Counsel will ask the Court to award attorneys’ fees up to \$3,200,000 (approx. 33 1/3% of the Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$30,000. In addition, Class Counsel will ask the Court to authorize a Service Enhancement payment of up to \$10,000 for Plaintiff for his efforts in prosecuting the case on behalf of the Class. A payment of \$200,000 will also be made to the California Labor and Workforce Development Agency (“LWDA”) and aggrieved employees for PAGA penalties. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Class Members. From this Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive an individual settlement payment based on the number of workweeks they worked during the time period from December 29, 2011 through October 31, 2015 for HP or its current or former subsidiaries; from November 1, 2015 through June 30, 2017 for HPI or its current or former subsidiaries; or from November 1, 2015 through September 30, 2017 for HPE or its current or former subsidiaries (the “Class Period”).

Settlement checks will be sent to Class Members who do not exclude themselves with a “Stale Date” that is at least 180 days after the date the checks are issued. Any amounts from settlement checks that remain uncashed and otherwise unclaimed after 180 day period shall be tendered to the California State Controller’s Office, Unclaimed Property Fund under the procedures provided for by Code of Civil Procedure section 1300, *et seq.* In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Class Members will be allocated as one-third (1/3) wages, and two-thirds (2/3) as penalties. The wage portion of the individual settlement payments shall be subject to the withholding of applicable local, state, and federal taxes. Defendants will pay the employer’s share of the payroll taxes. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Any amounts paid to Class Members will not count as compensation for purposes of any of Defendants' benefit plans, policies or bonus programs.

According to the records of HPE and/or HPI, you worked «**MERGED_WW**» applicable workweeks during the Class Period. **Your estimated individual settlement payment is \$«MERGED_EstSettAmnt_CALC»** and includes your share of the PAGA settlement payment. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

If you disagree with the number of applicable workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of weeks you worked during the Class Period and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated number of weeks you claim you worked during the Class Period.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than October 19, 2020.

Araiza v. Hewlett Packard Enterprise Company
P.O. Box 26170
Santa Ana, CA 92799

If you dispute the number of applicable workweeks stated above, the records of HPE and/or HPI will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of applicable workweeks that should be applied and/or the individual settlement payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

What claims are being released by the proposed Settlement?

Upon Final Approval by the Court, the Class Members shall be deemed to have fully, finally, and forever released Releasees from all federal, state and local law claims or causes of action against Releasees related or pertaining to those pled in or reasonably related to claims pled in the Lawsuit by members of the Settlement Class during the Settlement Class period, including but not limited to (a) all claims of any kind related to alleged unpaid compensation, including without limitation all claims for wages, overtime, meal and rest period premiums, failure to timely pay wages, failure to pay final wages upon termination, damages, unpaid costs, penalties (including civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation expenses, restitution, or equitable relief, whether known or unknown; (b) all claims for inaccurate or deficient wage statements under Labor Code section 226 and any other applicable sections; (c) "waiting time" penalties for late paid or unpaid wages under California Labor Code section 203 and any other applicable sections; (d) claims based on (a) through (c) above, as a predicate for alleged violations of the California Unfair Competition Act, and in particular, California Business & Professions Code § 17200 *et seq.*; (e) all claims under California's Private Attorneys General Act ("PAGA"); (f) all claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Sections 216 *et seq.*, and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the alleged claims ("Released Claims"). The Released Claims specifically include any and all claims arising under the Fair Labor Standards Act; any and all claims arising under the California Labor Code, including, without limitation, §§ 201, 202, 203, 204, 204b, 210, 215, 216, 218.5, 218.6, 223, 225.5, 226, 226.7, 226.3, 226.6, 510, 512, 558, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198 and 2698-2699.5, and the California Business & Professions Code §§ 17200 *et seq.*; and any and all claims arising under any applicable California Industrial Welfare Commission Wage Order(s).

"Releasees" means Defendants Hewlett Packard Enterprise Company and HP Inc. formerly known as Hewlett-Packard Company, their past or present affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (1) remain in the Class and receive an individual settlement payment; or (2) exclude yourself from the Settlement. If you choose option (1), you may also object to the Settlement, as explained below. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the Release of Claims as described above.

OPTION 1. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual settlement payment under the Settlement, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the Release of Claims as described above.

OPTION 2. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at Araiza v. Hewlett Packard Enterprise Company, P.O. Box 26170, Santa Ana, CA 92799, postmarked on or before October 19, 2020. In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Araiza v. Hewlett Packard Enterprise*

Company; HP Inc.; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Class Member, you will receive an individual settlement payment, and you will be bound by the Release of Claims as described above and all other terms of the Settlement, whether favorable or not. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Stipulation of Class Action Settlement and Release and will not be entitled to or permitted to assert an objection to the Settlement. If you request to be excluded from the Settlement, you cannot submit objections as described in the next section.

Objecting to the Settlement: You may object, personally or through an attorney, to the Settlement. You may file your objection with the Court and serving all counsel of record no later than October 19, 2020. To file your objection with the Court, you must either mail your objection to: Chambers of the Honorable Brian C. Walsh, Department 1, Santa Clara County Superior Court, 191 North First Street, San Jose, CA 95113, postmarked no later than October 19, 2020. Your objection should specify your desire to appear at the final approval hearing (if you intend to do so), describe the nature of your comments or objections and identify the case name and number (*Araiza v. Hewlett Packard Enterprise Company; HP Inc*, Case No. 16-CV-298621). You may also appear at the Fairness Hearing to object even if you did not file a written objection. If you submit an objection to the settlement, you cannot submit a request for exclusion as described in the forgoing paragraph. If you do not timely comply with this procedure, you will not be entitled to appeal from any related orders or judgments of the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Service Enhancement to Plaintiff, the settlement administration costs, and the payment to the LWDA for PAGA penalties on December 10, 2020 at 9:00 a.m. in Department 1 of the Superior Court of the State of California, County of Santa Clara, located at 191 North First Street in San Jose, CA 95113.

Due to the COVID-19 pandemic, hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing should contact class counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall be paid by class counsel.

The Final Approval Hearing may be continued without further notice to Settling Class Members. To confirm that the date has not been changed, you are advised to check the Court docket in this case through the Court's Case Information Portal at <https://cmportal.sccscourt.org/Portal> or by visiting the office of the Clerk of the Court for the Santa Clara County Superior Court, located at 191 North First Street in San Jose, CA 95113, between 8:30 a.m. and 3:00 p.m., Monday through Friday, excluding Court holidays. You are not required to attend the Final Approval Hearing to receive an individual settlement payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may review the Court's files, which includes the Settlement Agreement, at the Clerk's Office at the Santa Clara County Superior Court, located at 191 North First Street in San Jose, CA 95113, between 8:30 a.m. and 3:00 p.m. You can also request a copy of the Settlement Agreement from Class Counsel at the address and telephone number listed above. If you have questions regarding the Settlement, you may also contact the Settlement Administrator at 1-888-251-7147.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SANTA CLARA COUNTY SUPERIOR COURT

EXHIBIT B

Requests for Exclusion

1. Arren Setness
2. Frank Andersen
3. Nicole Caldwell
4. Barbara Considine

[illegible]

On November 16, 2020, I served the foregoing documents described as:

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

[X] ONLY BY ELECTRONIC TRANSMISSION

[X] STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Lauren Farrington