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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDREW ZUBIA, DANA MARIE GANAL,
CHRISTIAN HERNANDEZ, and MICHAEL
WOODS individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiff,

vs.

PROCTER & GAMBLE COMPANY, an
Ohio Corporation; PROCTER & GAMBLE
DISTRIBUTING LLC, and Ohio Company;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV44506
[Assigned to Hon. Judge Lawrence P. Riff,
Dept. 7, for all purposes]

**DECLARATION OF PLAINTIFF
MICHAEL WOODS IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Related Actions:

- *Dana Marie Ganal v. Procter & Gamble Distributing LLC, Riverside County Superior Court Case No. CVRI2102272*
- *Christian Hernandez v. Procter & Gamble Distributing LLC, et al., Riverside County Superior Court Case No. CVRI2103855 and Christian Hernandez v. Procter & Gamble Distributing LLC, et al., Central District of California, Case No. 5:21-cv-00921-FMO-SP*
- *Michael Woods v. The Procter & Gamble Company, et al., Sacramento Superior court Case No. 34-2021-00305001-CU-OE-GDS*

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I, Michael Woods, declare as follows:

1. I am to be one of the Named Plaintiffs and representatives of the putative Class, State of California, and Aggrieved Employees in the above-captioned matter. I am over the age of 18. The following statements are based on my personal knowledge. If called upon to testify as to the matters stated herein, I could and would do so competently.

2. I submit this Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Settlement in the above-captioned case filed against Procter & Gamble Distributing, LLC (“Defendant”).

3. I was employed by Defendant from approximately January through February 2021. I worked as a case picker at Defendant's warehouse facility in Rio Valley, California. This facility was operated and managed by Defendant. I was employed through a staffing agency called Primsekill Staffing Services.

4. I experienced issues in my employment with Defendant, including Defendant's failure to pay wages owed, failure to allow me to take meal and rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, and failure to pay all wages owed at separation from employment.

5. Prior to filing the case, I had multiple telephone conversations with my attorneys at Schneider Wallace Cottrell Konecky LLP about my work experiences and possible claims.

6. I knew there was no guarantee we would be successful in the case and that there was a significant chance of protracted litigation. I understood I could potentially be liable for fees and costs. I realized that my name would be on a court action, and that this information could be visible to others. I also understood that I may spend a significant amount of time in the discovery process.

7. I worked with my attorneys to review facts and answer questions so they could draft the complaint.

1 8. In advance of the March 30, 2022 mediation I was available to answer questions
2 from my attorneys. I remained on-call during the mediation and stayed updated regarding the
3 process.

4 9. After the proposed Settlement was reached, I carefully reviewed the terms and
5 discussed it with my attorneys. I signed the Memorandum of Understanding on February 3, 2023.

6 10. Throughout this action, I have been in communication with my attorneys to keep
7 apprised of the status of the litigation and answer questions as needed. I have kept up to date on
8 the status at every phase.

9 11. In sum, I worked with my attorneys to prepare the complaint, provided documents
10 and information regarding my experience working for Defendant, stayed up to date on the
11 mediation process and settlement discussions, and otherwise remained in constant contact with
12 my attorneys. Over the course of this litigation, I have contributed over 25 hours of my own time
13 to the litigation of these claims.

14 12. To make this proposed Settlement a reality, I agreed to a general release of my
15 claims against Procter & Gamble Distributing and its related entities. The general release
16 encompasses all claims I may have arising out of my employment with Defendant. In contrast, I
17 understand that the release for Class Members is limited to the claims alleged in this case and the
18 release for Aggrieved Employees is limited to civil penalties under PAGA for the claims alleged.
19 I agreed to the general release as a condition of settlement to resolve my claims, the claims of the
20 Class Members, and claims of the Aggrieved Employees.

21 13. Aside from payment I am eligible to receive as a Class Member and Aggrieved
22 Employee, and the Service Award of \$7,500.00 for serving as Class Representative (subject to
23 Court-approval), I am not receiving any other benefits from this Settlement.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and is based upon my personal knowledge.

3 Executed on 02 / 15 / 2023 in Moreno Valley, California.

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