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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 CAROLYN
COTTRELL 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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1 **DECLARATION OF CAROLYN HUNT COTTRELL**

2 I, Carolyn Hunt Cottrell, declare as follows:

3 1. I am an attorney duly licensed to practice law in the State of California. I am a
4 member in good standing of the State Bar of California, I am admitted to the United States District
5 Courts for the Northern, Eastern, Central, and Southern Districts of California. I am admitted to
6 the Ninth Circuit Court of Appeals, and I am a member of the Bar of the United States Supreme
7 Court.

8 2. I am a partner at Schneider Wallace Cottrell Konecky LLP ("SWCK"). SWCK
9 specializes in class action litigation in state and federal court.

10 3. I submit this declaration in support of the Motion for Preliminary Approval of
11 Class and Private Attorney's General Act of 2004 ("PAGA") Action Settlement, Conditional
12 Certification of Settlement Class, Approval of Notice of Settlement, Setting of Hearing for Final
13 Approval, filed by Plaintiffs in the above-captioned matter. SWCK represents Plaintiff Michael
14 Woods, who initially filed *Woods v. The Proctor & Gamble Company, et al.*, (Sacramento County
15 Superior Court, Case No. 34-2021-00305001) ("*Woods*"), one of the constituent cases in this
16 action. I am familiar with the file, the documents, and the history related to the consolidation of
17 the *Woods* case with *Zubia v. The Proctor & Gamble Company, et al.* (Los Angeles County
18 Superior Court, Case No. 20STCV44506) ("*Zubia*"), and the other constituent cases in this action.
19 The following statements are based on my personal knowledge and review of the files. If called
20 to do so, I could and would testify competently thereto.

21 **QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

22 4. SWCK is regarded as one of the leading private plaintiff's firms in wage and hour
23 class actions and employment class actions. In November 2012, the Recorder listed the firm as
24 one of the "top 10 go-to plaintiffs' employment firms in Northern California." The partners and
25 attorneys have litigated major wage and hour class actions, have won several prestigious awards,
26 and sit on important boards and committees in the legal community. SWCK was founded by Todd
27 Schneider in 1993, and I have been a member of the firm since 1995.
28

1 5. SWCK has acted or is acting as class counsel in numerous cases. A partial list of
2 cases which have been certified and/or settled as class actions includes: *Campos v. Extra Express*
3 *(Cerritos) Inc.*, (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval
4 of California law wage and hour class action settlement alleging misclassification of short haul
5 delivery drivers); *Huddleston v. John Christner Trucking, LLC*, (Case No. 4:17-cv-00549-GKF-
6 CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and
7 Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification
8 on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No.
9 RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action
10 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages,
11 failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized
12 wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.*, (Case No. CV 20-
13 3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California class
14 action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.*
15 (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of
16 California class action and PAGA representative action); *Hazel v. Himage Solutions, Inc.* (Case
17 No. RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California
18 class action settlement for failure to pay for all hours worked, failure to pay minimum and
19 overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business
20 expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine*
21 *Manor Investors, LLC v. FPI Management, Inc.* (Case No. 34-2018-00237315) (Sacramento
22 County Superior Court, October 20, 2021) (final approval of a California class action settlement
23 in action that alleged improper billing for workers compensation charges by an apartment complex
24 management company); *Etcheverry v. Franciscan Health System, et al.* (Case No. 3:19-cv-05261-
25 RJB-MAT) (Western District of Washington, October 19, 2021) (final approval of hybrid Fair
26 Labor Standards Act and Washington class action); *Jean-Pierre, et al. v. J&L Cable TV Services,*
27 *Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021) (final approval
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1 of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania
2 class action); *Amaraut, et al. v. Sprint/United Management Co.* (Case No. 19-cv-411-WQH-AHG)
3 (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards
4 Act and California Labor Code Rule 23 action); *Diaz, et al. v. TAK Communications CA, Inc., et*
5 *al.* (Case No. RG20064706) (Alameda Superior Court, July 27, 2021) (final approval of hybrid
6 Fair Labor Standards Act and California Labor Code class action); *Villafan v. Broadspectrum*
7 *Downstream Services, Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern District of California,
8 April 8, 2021) (final approval of hybrid Fair Labor Standards Act and California law class action
9 settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
10 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
11 statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC)
12 (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act
13 and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for
14 failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business
15 expenses, waiting time penalties, and failure to provide itemized wage statements); *El Pollo Loco*
16 *Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020)
17 (final approval of a class action settlement for failure to pay for all hours worked, failure to provide
18 meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to
19 provide itemized wage statements, under California law); *Soto, et al. v. O.C. Communications,*
20 *Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final
21 approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action
22 with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture*
23 *Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class
24 action settlement for failure to pay for all hours worked, failure to pay minimum and overtime
25 wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide
26 itemized wage statements, under California law); *Van Liew v. North Star Emergency Services,*
27 *Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class
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1 action settlement for failure to pay for all hours worked, failure to pay minimum and overtime
2 wages, failure to provide meal and rest breaks, failure to reimburse for necessary business
3 expenditures, waiting time penalties, and failure to provide itemized wage statements, under
4 federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final
5 approval of a class and collective action settlement for failure to pay for all hours worked, failure
6 to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business
7 expenditures, failure to adhere to California record keeping requirements, waiting time penalties,
8 and failure to provide itemized wage statements, under federal and California law); *Harmon, et*
9 *al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898) (Sacramento Superior Court) (final
10 approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime
11 and minimum wages, failure to provide meal and rest breaks, failure to pay full wages when due,
12 failure to adhere to California record keeping requirements, and failure to provide adequate
13 seating, under California law); *Aguilar v. Hall AG Enterprises, Inc., et al.*, (Case No. BCV-16-
14 10994-DRL) (Kern County Superior Court) (final approval of a class action settlement for failure
15 to provide meal and rest periods, failure to compensate for all hours worked, failure to pay
16 minimum and overtime wages, waiting time penalties, failure to provide itemized wage
17 statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v.*
18 *Mistras Group, Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California)
19 (final approval of a class and collective action settlement for failure to compensate for all hours
20 worked, including overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male*
21 *Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central District of California) (final approval of a
22 class action settlement for failure to provide meal and rest periods, failure to compensate for all
23 hours worked, failure to pay overtime wages, unpaid wages and waiting time penalties, and failure
24 to provide itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-
25 01889-TEH) (Northern District of California) (final approval of class and collective action
26 settlement for failure to compensate for all hours worked, including overtime, under federal and
27 California law, failure to provide meal and rest breaks, failure to reimburse for necessary business
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1 uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized
2 wage statements); *Holmes, et al v. Xpress Global Systems, Inc.*, (Case No. 34-2015-00180822)
3 (Sacramento Superior Court) (final approval of a class action settlement for failure to provide
4 meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud, et al.*
5 *v. Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern District of California) (final
6 approval of a class and collective action settlement for failure to compensate for all hours worked,
7 including overtime, failure to provide meal and rest breaks, failure to reimburse for necessary
8 business uniforms, failure to pay full wages upon termination to, and failure to provide accurate
9 itemized wage statements); *Molina, et al. v. Railworks Track Systems, Inc.*, (Case No. BCV-15-
10 10135) (Kern County Superior Court) (final approval of a class action settlement for failure to
11 provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clock work, failure to pay
12 full wages upon termination to, and failure to provide accurate itemized wage statements); *Allen,*
13 *et al. v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District of California)
14 (settlement between FLSA Plaintiffs and Defendant to provide relief to affected employees);
15 *Barrera v. Radix Cable Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin County Superior
16 Court) (final approval of class action settlement for failure to provide meal and rest breaks to, off-
17 the-clock work by, failure to provide overtime compensation to, failure to reimburse business
18 expenditures to, failure to pay full wages upon termination to, and failure to provide accurate
19 itemized wage statements to retention specialists working for cable companies); *Glass*
20 *Dimensions, Inc., et al. v. State Street Corp. et al.*, (Case No. 1:10-cv-10588) (District of
21 Massachusetts) (final approval of class action settlement for claims of breach of fiduciary duty
22 and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz Corporation*, (Case No. 3:07-
23 052222) (Northern District of California) (settlement of claims that rental car company
24 misclassified non-exempt employees, failed to pay wages, failed to pay premium pay, and failed
25 to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-
26 465052) (San Francisco County Superior Court) (final approval of class action settlement for
27 overtime pay, off-the-clock work, unreimbursed expenses, and other wage and hour claims on
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1 behalf of a class of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X) (In the
2 Equal Employment Opportunity Commission Baltimore Field Office) (final approval of class
3 action settlement for the denial of promotions based on targeted disabilities); *Shemaria v. County*
4 *of Marin*, (Case No. CV 082718) (Marin County Superior Court) (final approval of class action
5 settlement on behalf of a class of individuals with mobility disabilities denied access to various
6 facilities owned, operated, and/or maintained by the County of Marin); *Perez, et al. v. First*
7 *American Title Ins. Co.*, (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class
8 action settlement in action challenging unfair discrimination by title insurance company); *Perez*
9 *v. Rue21, Inc., et al.*, (Case No. CISCV167815) (Santa Cruz County Superior Court) (final
10 approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-
11 clock work performed by, a class of retail employees); *Sosa, et al. v. Dreyer's Grand Ice Cream,*
12 *Inc., et al.*, (Case No. RG 08424366) (Alameda County Superior Court) (final approval of class
13 action settlement for failure to provide meal and rest breaks to, and for off-the-clock work
14 performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et*
15 *al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California) (certified class
16 action on behalf of delivery drivers allegedly misclassified as independent contractors); *Choul, et*
17 *al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final
18 approval of class action settlement for off-the-clock work by, and failure to provide overtime
19 compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods,*
20 *Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by,
21 and failure to provide overtime compensation to, production-line employees of meat-packing
22 plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior
23 Court) (final approval of class action settlement for failure to provide meal and rest breaks to and
24 for off-the-clock work by certified emergency medical technicians); *Espinosa, et al. v. National*
25 *Beef, et al.* (Case No. ECU0467) (Imperial Superior Court) (final approval of class action
26 settlement for off-the-clock work by, and failure to provide overtime compensation to, production-
27 line employees of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et*
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DECLARATION OF CAROLYN COTTRELL IN SUPPORT OF PRELIMINARY APPROVAL OF
SETTLEMENT

1 *al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court) (final
2 approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-
3 clock work by, employees at check cashing stores); *Carlson v. eHarmony* (Case No. BC371958)
4 (Los Angeles County Superior Court) (final approval of class action settlement on behalf of gays
5 and lesbians who were denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-
6 LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class
7 action settlement for off-the-clock work by production-line employees of meat-packing plant);
8 *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of
9 class action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags
10 amusement parks); *Jimenez v. Perot Systems Corp.* (Case No. RG07335321) (Alameda County
11 Superior Court) (final approval of class action settlement for misclassification of hospital clerical
12 workers); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior
13 Court) (final approval of class action settlement for failure to pay overtime to CVS pharmacists);
14 *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified class
15 action on behalf of flight nurses); *National Federation of the Blind v. Target* (Case No. C 06-
16 01802 MHP) (N.D. Cal.) (certified class action on behalf of all legally blind individuals in the
17 United States who have tried to access Target.com); *Bates v. United Parcel Service, Inc.* (2004
18 WL 2370633) (N.D. Cal.) (certified national class action on behalf of deaf employees of UPS);
19 *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action
20 alleging widespread discrimination within FedEx); *Siddiqi v. Regents of the University of*
21 *California* (Case No. C-99-0790 SI) (N.D. Cal.) (certified class action in favor of deaf plaintiffs
22 alleging disability access violations at the University of California); *Lopez v. San Francisco*
23 *Unified School District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of
24 plaintiffs in class action against school district for widespread disability access violations);
25 *Campos v. San Francisco State University* (Case No. C-97-02326 MCC) (N.D. Cal.) (certified
26 class action in favor of disabled plaintiffs for widespread disability access violations); *Singleton*
27 *v. Regents of the University of California* (Case No. 807233-1) (Alameda County Superior Court)
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1 (class settlement for women alleging gender discrimination at Lawrence Livermore National
2 Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda
3 County Superior Court) (final approval of class action settlement for drive-time required of Coca-
4 Cola account managers); *Portugal v. Macy's West, Inc.* (Case No. BC324247) (Los Angeles
5 County Superior Court) (California statewide wage and hour "misclassification" class action
6 resulting in a class-wide \$3.25 million settlement); *Taormina v. Siebel Systems, Inc.* (Case No.
7 RG05219031) (Alameda County Superior Court) (final approval of class action settlement for
8 misclassification of Siebel's inside sales employees); *Joseph v. The Limited, Inc.* (Case No. CGC-
9 04-437118) (San Francisco County Superior Court) (final approval of class action settlement for
10 failure to provide meal and rest periods to employees of The Limited stores); *Rios v. Siemens*
11 *Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class action settlement for failure
12 to pay accrued vacation pay upon end of employment); *DeSoto v. Sears, Roebuck & Co.* (Case
13 No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case
14 No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement for failure to pay
15 Sears drivers for all hours worked); among many others.

16
17 6. Nearly my entire legal career has been devoted to advocating for the rights of
18 individuals who have been subjected to illegal pay policies, discrimination, harassment, and
19 retaliation and representing employees in wage and hour and discrimination class actions. I have
20 litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I
21 manage many of the firm's current cases in these areas. I am a member of the State Bar of
22 California, and have had memberships with Public Justice, the National Employment Lawyers
23 Association, the California Employment Lawyers Association, and the Consumer Attorneys of
24 California. I served on the Board of Directors for the San Francisco Trial Lawyers Association
25 and co-chaired its Women's Caucus. I was named one of the "Top Women Litigators for 2010"
26 by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the
27 Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014.
28

1 I earned my Bachelor's degree from the University of California, and I am a graduate of the
2 University of the Pacific, McGeorge School of Law.

3 **CASE SUMMARY**

4 **Factual Background and the *Woods* Claims**

5 7. Plaintiff Michael Woods filed the initial complaint in the matter of *Woods v. The*
6 *Proctor & Gamble Company, et al.* in Sacramento County Superior Court on July 27, 2021.
7 Plaintiff alleged that Defendants Procter & Gamble Company and Primeskill Staffing Services
8 required Plaintiff to work off-the-clock by going through security screenings and Covid health
9 screenings prior to clocking in. Plaintiff also alleged that Defendants failed to provide second meal
10 periods when Plaintiff and Aggrieved Employees worked shifts over ten hours in length. Plaintiff
11 alleged that he and Aggrieved Employees were not reimbursed for business expenditures for PPE
12 to use at work. Plaintiff also alleged that Defendants failed to issue compliant wage statements, or
13 pay all wages due on termination to himself and Aggrieved Employees.

14 8. In November 2021, counsel in *Woods* and *Zubia*, as well as counsel in *Dana Marie*
15 *Ganal v. Procter & Gamble Distributing LLC*, (Riverside County Superior Court Case No.
16 CVRI2102272); *Christian Hernandez v. Procter & Gamble Distributing LLC, et al.*, (Riverside
17 County Superior Court Case No. CVRI2103855) and *Christian Hernandez v. Procter & Gamble*
18 *Distributing LLC, et al.*, (Central District of California, Case No. 5:21-cv-00921-FMO-SP) agreed
19 to work together as co-counsel in all the actions. The parties participated in a joint mediation
20 covering all the cases with experienced mediator Carl West on March 30, 2022.

21 9. Prior to mediation, Class counsel reviewed data and documents provided by
22 Defendant and, with the assistance of an expert, estimated the potential damages owed to the Class
23 and Aggrieved Employees. Class counsel also discussed the shared experiences of the named
24 Plaintiffs to better understand the claims alleged in the actions.

25 10. Although the Parties did not reach a settlement on the date of the mediation, the
26 Parties continued negotiating a global settlement with the mediator's assistance.
27
28

1 11. With the mediator's assistance, the Parties reached a settlement in principal in
2 November 2022. The Parties then exchanged drafts and negotiated the terms of a memorandum
3 of understanding, which was fully executed by all Parties and their counsel on February 13, 2023.
4 The Parties then negotiated and agreed to the long form settlement agreement.

5 12. The Settlement provides in relation to the Woods Action that Woods will
6 consolidate his claims against Procter & Gamble Distributing in this case, and then will dismiss
7 Procter & Gamble Distributing, LLC as well as its parents, subsidiaries, directors, owners,
8 shareholders, officers, agents, attorneys, servants, joint employers and employees, past and
9 present, and each of them and anyone acting in concert with them from his current complaint; but
10 shall not dismiss Primeskill Staffing Services from his current complaint.

11 13. Plaintiff Woods did not release his claims against Primeskill Staffing Services on
12 behalf of himself and other aggrieved employees. Employees who were not directly employed by
13 Defendant Procter & Gamble Distributing, LLC, and were instead placed by a staffing agency like
14 Primeskill Staffing Services are not covered by the settlement in this case. Those claims will
15 remain in the Woods Action pending in Sacramento Superior Court, and Plaintiff Woods and his
16 counsel intend to continue prosecuting those claims to ensure that the state and aggrieved
17 employees are properly compensated for the claims against PrimeSkill Staffing Services.

18 **SERVICE AWARDS FOR PLAINTIFF WOODS**

19 14. Plaintiff Michael Woods took the significant risk of coming forward to represent
20 the interests of his fellow employees.

21 15. He has subjected himself to risk with regards to future employment opportunities
22 and his reputation in the community by his participation in this action. His service as Named
23 Plaintiff in a wage and hour class action lawsuit may be discerned by potential employers and
24 members of the community, creating a very real risk of future repercussions, particularly with
25 respect to their future job opportunities.

26 16. Throughout this litigation, Plaintiff Woods worked with Counsel and assisted in
27 the development of the case. He provided extensive information and documents during Counsel's
28

1 initial investigation and the preparation of the complaints. He also provided responses to
2 Counsel's questions as the case progressed and provided valuable insight into Defendant's
3 operations.

4 17. Plaintiff Woods has taken part in the Settlement decision and remained apprised of
5 the case at all times during the litigation.

6 18. As a result of Plaintiff Woods' efforts and his willingness to step forward, the
7 employees will receive significant recoveries if the Settlement is approved. On the other hand, if
8 the Plaintiffs, including Plaintiff Woods, did not serve as Class Representatives or assist in the
9 prosecution of this case, the claims of the employees would never have been asserted. Defendant's
10 alleged conduct would have gone unchecked. Plaintiff Woods has committed his time to this case
11 and assumed significant risk to obtain the favorable result.

12 19. Payments to Plaintiffs, including Plaintiff Woods, in the amount of \$7,500.00 each
13 is reasonable in light of the efforts they made and the risks they took in filing and prosecuting this
14 action to obtain this \$3,750,000.00 settlement.
15

16 **REASONABLE ATTORNEYS' FEES AND COSTS**

17 20. The Plaintiffs seek reasonable attorneys' fees and expenses from the gross
18 \$3,750,000.00 Settlement Amount. Under the terms of the Settlement, Class Counsel may seek an
19 award of up to one-third of the Settlement Amount, or \$1,250,000.

20 21. In this case, there was no guarantee of compensation or reimbursement. Rather,
21 Class Counsel have undertaken all the risks of this litigation on a completely contingent fee basis.
22 These risks were front and center. In the *Wal-Mart v. Dukes* era—a decision that does not
23 eliminate employment class actions, but which nonetheless underscores the difficulties and
24 uncertainties in prevailing—the risks inherent in litigating large, employment class actions are
25 great. Even a favorable ruling on class certification faces a significant risk of reversal by an
26 appellate court. The inherent risk of proving liability and damages on a Class-wide basis and
27 Defendant's representation by skillful counsel confront Class Counsel with the prospect of
28 recovering nothing or close to nothing for their commitment to and investment in the case.

1 22. Nevertheless, the Plaintiffs and Counsel have committed themselves to developing
2 and pressing the employees' legal claims to enforce the employees' rights and maximize the Class
3 recovery. During the litigation, counsel had to turn away other, less risky cases to remain
4 sufficiently resourced for this one. As Participating Class Members will receive a significant
5 payment if the Settlement is approved, Class Counsel seek a reasonable fee award for their efforts
6 and the risk they have assumed.

7 23. Fee awards in class actions average around one-third of the recovery. Class
8 Counsel's fee request is well within the range of customarily approved by California and federal
9 courts in comparable class actions. California Superior Courts also frequently grant common fund
10 awards of 33.3 percent (1/3) or more.¹

11 24. Class Counsel seek litigation costs in an amount not to exceed \$30,000. To date,
12 SWCK has expended an estimated \$2,000.00 in reasonable expenses on Court fees and filing
13 costs. All of SWCK's expenses were reasonable, were necessary to the prosecution, and are
14 customarily billed to fee-paying clients. SWCK will provide a detailed summary of litigation costs
15 with Final Approval.
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17 25. Attached hereto as **Exhibit 1** is a true and correct copy of the Declaration of
18 Michael Woods.
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25 ¹ See, e.g., *Asalati v. Intel Corp.*, No. 16cv302615 (Santa Clara Super. Ct., Oct. 29, 2018) (approving 33.3% fee
26 award, at a multiplier of 3.98 over lodestar); *Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Los Angeles Super.
27 Ct., Feb. 1, 2007) (approving 33.3% fee award with no mention of lodestar crosscheck); *Big Lots Overtime Cases*,
28 JCC Proceeding No. 4283 (San Bernardino Super. Ct., Feb. 4, 2004) (approving award of attorney's fees of 33% of
the recovery); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento Super. Ct., Dec. 26, 2000) (same);
Miskell v. Auto. Club of Southern Cal., No. 01CC09035 (Orange Super. Ct., May 27, 2003) (same); *Jones v. Alliance*
Imaging, Inc., No. RG05210418 (Alameda Super. Ct., Nov. 27, 2006) (approving 33% fee award with no mention of
lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Stanislaus Super. Ct., Aug. 3, 2004)
(approving 33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No.
GIC795732 (San Diego Super. Ct., Feb. 10, 2004) (approving 33% fee award with no mention of lodestar crosscheck).

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. Executed on March 1,
3 2023 in Auburn, California.

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7 Carolyn Hunt Cottrell
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EXHIBIT 1

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[Additional Counsel on following page]

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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Attorneys for Plaintiff, Christian Hernandez, on behalf of others similarly situated

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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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7 Michael Woods
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