

FILED
Superior Court of California
County of Los Angeles

01/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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;

Plaintiffs,

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. Lawrence P. Riff, Dept. 7,
for all purposes]*

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: November 18, 2020

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for a
3 hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant
4 The Procter & Gamble Distributing LLC (“Defendant” or “P&G”).

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action,
17 Plaintiffs/Class Representatives Andrew Zubia, Dana Marie Ganai, Christian Hernandez and
18 Michael Woods, the Class Members and Defendant. The Court finally appoints Plaintiffs as
19 Class Representatives, and further appoints the following as Class Counsel: Brian Mankin and
20 Misty Lauby of Lauby Mankin Lauby LLP (“LML”); Kane Moon, Allen Feghali, and Charlotte
21 Mikat-Stevens of Moon Law Group, APC (“MLG”); Carolyn Cottrell, Ori Edelstein and Andrew
22 Weaver of Schneider Wallace Cottrell Konecky LLP (“SWCK”); and Joseph Lavi and Vincent
23 Granberry of Lavi & Ebrahimian, LLP (“LE”).

24 3. For purposes of effectuating this Order and Judgment, this Court has certified the
25 following class: “All current and former hourly, non-exempt employees, who were directly hired
26 and employed by P&G and worked at the P&G Facility in Moreno Valley, California at any time
27 during the Class Period of May 1, 2019 to May 29, 2022.” The Court deems this definition
28 sufficient for purposes of California Rules of Court, rule 3.765(a).

1 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
2 current and former hourly, non-exempt employees, who were directly hired and employed by
3 P&G and worked at the P&G Facility in Moreno Valley, California at any time during the PAGA
4 Period of November 18, 2019 to May 29, 2022.”

5 5. The Court finds that the distribution of the Class Notice, as provided for in the
6 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
7 under the circumstances to all Class Members and fully met the requirements of California law
8 and due process under the California and United States Constitution. Based on evidence and
9 other material submitted, the actual notice to the class was adequate.

10 6. The Court finds that the instant Action presented a good faith dispute of the
11 claims alleged, and the Court finds in favor of settlement approval.

12 7. The Released Class Claims on behalf of the Participating Class Members
13 included:

- 14 a. all claims that were alleged, or reasonably could have been alleged, based on
15 the facts stated in the Consolidated Complaint and Consolidated Action,
16 including all of the following claims for relief: (a) failure to pay minimum
17 wages, regular wages and/or overtime pay; (b) failure to provide or pay
18 premium payments for meal periods; (c) failure to provide or pay premium
19 payments for rest periods; (d) failure to reimburse business expenses; (e)
20 failure to provide complete and accurate wage statements; (f) failure to pay
21 wages upon termination; (g) failure to maintain temperature providing
22 reasonable comfort; (h) failure to pay wages weekly; and (i) violations of the
23 California Business & Professions Code §§ 17200 *et seq.* These claims
24 include, but are not limited to, California Labor Code sections 201, 202, 203,
25 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and all
26 related provisions of the California Code of Regulations, the California
27 Industrial Wage Orders, the California Business & Professions Code sections
28 17200 *et seq.* (“Released Class Claims”). The Released Class Claims extends

1 to all theories of relief regardless of whether the claim is, was or could have
2 been alleged under federal law, state law or common law (including, without
3 limitation, as violations of the California Labor Code, the Wage Orders,
4 applicable regulations, and California's Business and Professions Code
5 section 17200), and includes all types of relief available for the above-
6 referenced claims, including, any claims for damages, restitution, losses,
7 penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest,
8 injunctive relief, declaratory relief, or liquidated damages. The operative
9 release period for the Released Class Claims is the Class Period.

10 8. The PAGA Released Claims included:

- 11 a. all claims for civil penalties under the Private Attorneys General Act, Labor
12 Code § 2698 *et seq.*, that Plaintiffs alleged against the Released Parties, on
13 behalf of Aggrieved Employees and State of California, based on the facts
14 stated in the Consolidated Complaint and in Plaintiffs' PAGA Notice to the
15 LWDA (including any amendments thereto), or reasonably could have been
16 alleged based on the allegations, the facts, and/or legal theories under the
17 PAGA contained in the Consolidated Complaint, including all of the
18 following claims for relief: (a) failure to pay minimum wages, regular wages
19 and/or overtime pay (including any theory of failure to pay any and all wages
20 for all time worked or earned); (b) failure to provide or pay premium
21 payments for meal periods; (c) failure to provide or pay premium payments
22 for rest periods; (d) failure to reimburse business expenses; (e) failure to
23 provide complete and accurate wage statements; (f) failure to timely pay each
24 week; (g) failure to maintain temperature providing reasonable comfort; and
25 (h) failure to pay wages upon termination ("Released PAGA Claims"). The
26 Released PAGA Claims include, but are not limited to, California Labor Code
27 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1,
28 1198, 2800, and 2802 and all related provisions of the California Code of

1 Regulations, and the California Industrial Wage Orders. The time period
2 governing the Released PAGA Claims shall be any time during the PAGA
3 Period.

4 9. As set forth in the Settlement Agreement, the Release by Plaintiff Woods is
5 limited to Defendant P&G and does not extend to Primeskill Staffing Services. Plaintiff Woods
6 shall dismiss Defendant P&G with prejudice from the Woods PAGA Action. The Woods PAGA
7 Action will remain ongoing against Primeskill Staffing Services.

8 10. There were no Objections to the Settlement, and one Requests for Exclusion.
9 Thus, all Class Members (except for the one who requested exclusion) are Participating Class
10 Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this
11 Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment,
12 constituting a pro rata share of PAGA Penalties.

13 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
14 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
15 Parties. The Parties are directed to perform in accordance with the terms set forth in the
16 Settlement Agreement.

17 12. The Parties are to bear their own costs, except as otherwise provided in the
18 Settlement Agreement.

19 13. With respect to the Class and for purposes of approving this Settlement, this Court
20 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
21 joinder of all members is impracticable; (b) there are questions of law or fact common to the
22 Class Members, and there is a well-defined community of interest among the Class Members
23 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
24 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
25 adequately protected the interests of the Class Members; (e) a class action is superior to other
26 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
27 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
28 Plaintiffs in their individual and representative capacity and for the Class.

1 14. By this Judgment, the Class Representatives shall release, relinquish, and
2 discharge, and each of the Participating Class Members shall be deemed to have, and by
3 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
4 discharged all Released Class Claims, as defined in the Settlement Agreement.

5 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
6 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
7 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
8 Participating Class Members as an admission of, or evidence of, the validity of any of the
9 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
10 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
11 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
12 omission of Defendant or any of the other Released Parties in any civil, criminal, or
13 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
14 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
15 this Action in any other action that may be brought against it or them in order to support a
16 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
17 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
18 or similar defense or counterclaim.

19 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
20 \$4,090,388.51. From this amount, Class Counsel sought a Class Counsel Fee Payment of
21 \$1,363,462.84, Class Counsel's litigation expenses of \$23,838.07, a Service Award to Class
22 Representatives Andrew Zubia, Dana Marie Ganal, Christian Hernandez and Michael Woods of
23 \$7,500 each, an Administrator Expenses of \$16,000 to Phoenix Settlement Administrators, and
24 \$150,000 to the LWDA for PAGA penalties and \$50,000 to the Aggrieved Employees for PAGA
25 Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying
26 the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the
27 Wage Portion of the Individual Class Payments, which shall be reported through the Settlement
28 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and

awards the payments set forth below from the Settlement Amount:

A) \$1,363,462.84 to Class Counsel for Class Counsel Fee Payment in light of the benefit obtained on behalf of the Class, which shall be divided 40% to LML, 20% to MLG, 20% to SWCK, and 20% to LE;

B) \$23,838.07 to Class Counsel's litigation costs, which shall be allocated as \$13,180.71 to LML, \$5,446.77 to MLG, \$895.92 to SWCK, and \$4,314.67 to LE;

C) \$7,500 each to Class Representatives Andrew Zubia, Dana Marie Ganai, Christian Hernandez and Michael Woods as a Service Award;

D) \$16,000 to the Settlement Administrator, Phoenix Settlement Administrators;

E) \$150,000 to the LWDA;

F) \$50,000 to the Aggrieved Employees on a pro rata basis;

G) After deducting the foregoing payments from the Gross Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

18. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2024, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Zubia et al. v. Proctor & Gamble Company, et al.*, pending in Superior Court of the State of California, County of Los Angeles, Case No. 20STCV44506, on behalf of all current and former hourly, non-exempt employees, who were directly hired and

employed by P&G and worked at the P&G Facility in Moreno Valley, California at any time during the Class Period of May 1, 2019 to May 29, 2022.”

19. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the person.

20. The following dates shall govern the implementation of this Order/Judgment:

TBD	The Final Order and Judgment is entered, and the Effective Date occurs.
Within 45 days of the Effective Date	Defendant shall issue payment to the Settlement Administrator.
Within 10 days after receipt of payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
October 8, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>July 25, 2025</u> 2024 Time: <u>9:00</u> a.m.	Non-appearance case review re <u>Hearing re:</u> status of disbursements. Administrator to file an updated declaration five court days in advance of the case review.

1 21. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representatives, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: 01/17/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge

Hon. Lawrence P. Riff
Judge of the Superior Court