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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]

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: January 17, 2024

Time: 10:00 a.m.

Dept.: 7

Complaint Filed: November 18, 2020

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action

1 Settlement. If called as a witness, I could and would competently testify thereto.

2 **COUNSEL’S EXPERIENCE**

3 2. I have been a member, in good standing, of the State Bar of California since 2001.
4 I am admitted to practice in the United States District Courts for the Central and Southern
5 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
6 courts in California.

7 3. I have handled well over 500 employee vs. employer litigation matters during my
8 22 years in practice. Over the last 15 years, my practice has almost entirely consisted of
9 representing employees, the majority of which has included class action and representative
10 action wage and hour matters. In total, I have handled over 250 class action and representative
11 action wage/hour cases, and have been appointed by the court as class counsel and have received
12 final court approval and judgment in over half of those actions to date, and anticipate receiving
13 final approval in many more of those in the future.

14 4. As part of these settlements and judgments, I have recovered in excess of \$250
15 million in damages for my clients and the class members (who often work as nurses, ambulance
16 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
17 countless other trades). My team and I once held the record for the largest known PAGA-only
18 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
19 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
20 50 company (*Garcia v. Macy’s*, Los Angeles Superior Court).

21 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
22 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
23 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
24 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
25 Both cases were appealed.

26 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
27 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I

1 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
2 only 5% of lawyers receive.

3 **ADEQUACY OF THE SETTLEMENT**

4 7. The Class, as conditionally certified by this Court, consists of 1,327 current and
5 former hourly, non-exempt employees, who were directly hired and employed by P&G and
6 worked at the P&G Facility in Moreno Valley, California at any time during the Class Period of
7 May 1, 2019 to May 29, 2022.

8 8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is
9 approximately \$2,457,087.60, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 4,090,388.51
Attorneys’ Fees (1/3)	\$ 1,363,462.84
Litigation Costs	\$ 23,838.07
Administrator Costs	\$ 16,000.00
PAGA Penalties	\$ 200,000.00
Class Representative Service Awards	\$ 30,000.00
<i>Net Settlement Amount</i>	\$ 2,457,087.60

14
15 9. The process of mailing the Notice Packets was very successful, as all but 2 Class
16 Notices were determined to be deliverable, resulting in a 99.8% success rate in mailing the
17 notices.

18 10. The response from the Class Members was overwhelmingly positive, as no Class
19 Member has objected to the settlement and only one opted out, resulting in an impressive
20 99.92% Class participation rate.

21 11. As discussed at length in Plaintiffs’ motion for preliminary approval, as well as in
22 the Motion for Final Approval, this Settlement is favorable to the Class and the release is
23 narrowly limited to the claims alleged.

24 12. Sufficient information existed to allow Class Counsel to intelligently value this
25 case. Given the parties’ arms’ length bargaining facilitated by a reputable and experienced wage
26 and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact
27 that 99.92% of the Class has elected to participate and no objections were submitted, the
28 presumption of fairness is justified.

1 13. I believe that the Settlement is fair, reasonable and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations
4 submitted in support thereof, Defendant vigorously contested Plaintiffs' claims, and Plaintiffs
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendant's business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendant that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled over 250 class and representative actions, have
20 been appointed as class counsel and have successfully resolved over half of those cases, and
21 many others remain pending and will successfully resolve in the future while recovering
22 hundreds of millions of dollars for my clients and Class Members. This is substantially better
23 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
24 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
25 found that only one-third of class actions are successful, compared to two-thirds that are defeated
26 and result in no payment to the class members.¹

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with Plaintiffs' counsel
2 agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain.
3 In the course of this litigation, Class Counsel paid all costs including filing fees, court costs,
4 research fees, and mediation costs. There was never a guarantee that we would recoup those
5 expenditures.

6 16. It has been my experience that the benchmark for attorney fee awards in
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court
8 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
9 Counsel is seeking a fee of one-third of the Settlement Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a common fund settlement amount of \$4,090,388.51, whereby the Class Members
13 will receive **\$1,851.61 on average** and ***some Class Members will receive almost \$4,500 each.***
14 This is an ***excellent result*** in light of the disputed nature of the claims alleged. This result was
15 achieved by the work and success of my office and my co-counsel, who negotiated the settlement
16 after extensive litigation, informal discovery, preparation, investigation, mediation, and
17 substantial work thereafter.

18 18. Second, Plaintiffs faced significant risks going forward with the litigation. As
19 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
20 this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And
21 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues
22 going forward with this litigation, and it would have taken several more years to realize any
23 recovery in this action along with the possibility of post-trial appeals.

24 19. Third, Class Counsel are experienced class action litigators. This experience and
25 expertise, combined with the high quality of work performed in this case, resulted in the
26 settlement achieved in this case.

27 20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a
28 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a

1 substantial amount of time, money, and resources, and have done so since the inception of this
2 case without any payment or compensation. If Plaintiffs had lost this case, we would have
3 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
4 my office, which is a small firm. If, despite these hardships and risks, the best my office could
5 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
6 the hardships and serious risks we faced litigating this contingency case, and would not be
7 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
8 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
9 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
10 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
11 only one-third of class actions are successful, compared to two-thirds that are defeated and result
12 in no payment to the class members.

13 21. Fifth, the request for attorney's fees in the amount of one-third of the common
14 fund falls well within the norms accepted by state and federal courts in California in comparable
15 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
16 recovery under the common fund doctrine was recently approved by the California Supreme
17 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

18 22. For all of the above reasons, a common fund fee award here in the amount of one-
19 third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable.

20 23. At my office, this case was primarily handled by Misty Lauby, while I performed
21 the role of the supervising attorney. As set forth in her declaration, Ms. Lauby works exclusively
22 with me on employment law matters and has been in practice for approximately 17 years. She
23 bills at the hourly rate of \$650/hour. I have been in practice for 22 years, with most of those
24 years handling complex litigation and for over the last 15 years, my practice has almost entirely
25 consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I
26 believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class
27 action litigation, if not somewhat lower.
28

1 24. The hourly rates above are comparable to those of other attorneys with equal or
2 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
3 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
4 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
5 Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard.
6 The Real Rate Report is based on an enormous and statistically significant compilation of data.
7 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
8 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
9 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
10 partners and associates in major metropolitan areas. In 2018, for the southern California area,
11 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
12 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
13 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
14 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
15 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
16 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
17 fees billed by law firms.

18 25. The table below includes a summary of the hours worked by my office as well as
19 the hours reported by my co-counsel, plus an estimated 35 hours that I will bill in finalizing and
20 filing the motion, preparing for and attending the approval hearing, and working with the
21 Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated
22 lodestar between the attorneys that have worked on this case is approximately \$511,610.75,
23 resulting in a fair and reasonable 2.6 multiplier, which is summarized in the following table
24 based on the declarations of counsel:
25
26
27
28

Attorney/Timekeeper	Years Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	22	\$775	177²	\$137,175
Misty Lauby (Partner – LML)	17	\$650	188.1	\$145,777.50
Schneider Wallace Cottrell (Various Attys)	See Cottrell Decl	See Decl	130.45	\$92,570.75
Kane Moon (Partner - MLG)	16	\$775	48.1	\$34,872.50
Allen Feghali (Partner – MLG)	8	\$650	54.6	\$35,490
Edwin Kamarzarian (Associate – MLG)	3	\$425	25.5	\$10,837.50
Charlotte Mikat-Stevens (Associate – MLG)	3	\$375	8.5	\$ 3,187.50
Joseph Lavi (Partner – LE)	22	\$925	20	\$ 18,500
Vincent Granberry (Associate – LE)	12	\$650	38	\$ 24,700
Antonia McKee	1	\$500	17	\$8,500
TOTALS			687.25	\$511,610.75

² Includes an estimated 35 hours of future work that will be expended, including 15 hours from preparing this declaration through the final approval hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on) and 20 hours after the final approval hearing (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendants, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto).

1 26. The fee is warranted because of the results achieved for the Class Members, both
2 in terms of the immediate cash settlement, as well as the fact that the Class Members
3 resoundingly supported the Settlement. Defendant does not oppose this fee request.

4 27. In the course of prosecuting this action, Class counsel have incurred expenses that
5 were incidental and necessary to the effective representation of the Class. These expenses
6 included but were not limited to: court filings, messenger services, postage, fax transmission
7 expenses, transportation, mediator fees, and other incidental expenses directly related to this
8 action. The Settlement Agreement provided up to \$30,000 in costs. Through final approval, my
9 office incurred \$13,180.71 in litigation costs (see Exhibit "B" attached hereto), When including
10 costs reported by my co-counsel, our total combined costs are \$23,838.07. The saving will be
11 placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
12 oppose this request for costs.

13 **REASONABLENESS OF REQUESTED SERVICE AWARD**

14 28. I also believe that the service award of \$7,500 to each Plaintiff is fair and
15 warranted for the reasons outlined in their declarations and in the motion. They came forward
16 and worked directly with our offices in analyzing the claims and documents, providing valuable
17 information. (See their declarations for supporting information.) Indeed, their participation was
18 an essential element of Defendant's desire to mediate and of the pre and post mediation analysis
19 that allowed Class Counsel to settle the case. In addition to foregoing to separate individual
20 claims, they also took on various risks, including the risk that they could have been ordered to
21 pay Defendant's costs if they lost and the risk of retaliation and being black-balled in the
22 industry. They also provided a full release of all claims. Defendant does not oppose the
23 requested service award.

24 **SUBMISSION TO THE LWDA**

25 29. The Motion and declarations, including the Settlement Agreement, have
26 concurrently been submitted to the LWDA. (See Exhibit "C").

27 ///

28 ///

30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A.”

32. The LWDA's confirmation of receipt of this Motion, Proposed Order and Declarations is attached hereto as Exhibit "C."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 21, 2023, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Andrew Zubia, Dana Marie Ganal, Christian Hernandez, and Michael Woods and Defendant The Procter & Gamble Distributing LLC (“P&G” or “Defendant”). Plaintiffs and Defendant shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” or “Consolidated Action” means and refers to the related or consolidated actions of *Andrew Zubia v. Procter & Gamble Company* (Los Angeles County Superior Court Case No. 20STCV44506 (“Zubia Action”), which is the lead case that was initiated on November 18, 2023), *Dana Marie Ganal v. Procter & Gamble Distributing LLC* (Riverside County Superior Court Case No. CVRI2102272 (“Ganal Action”), *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, 5:21-cv-00921-FMO-SP) (the “Hernandez Actions”), which collectively allege wage and hour violations against Defendant, and are pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means 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 PAGA Period. Aggrieved Employees may not exclude themselves from receipt of the PAGA Penalties.

1.6. “Class” consists of means 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. The “Class” excludes temp employees assigned to work at the P&G Facility.

1.7. “Class Counsel” means Brian Mankin and Misty Lauby of Lauby Mankin Lauby LLP (“LML”); Kane Moon, Allen Feghali, and Edwin Kamarzarian of Moon & Yang, APC (“MY”); Carolyn Cottrell, Ori Edelstein and Andrew Weaver of Schneider Wallace Cottrell Konecky LLP (“SWCK”); and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP (“LE”).

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Consolidated Action.

1.9. “Class Data” means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Weeks Worked during the Class Period and PAGA Period.

1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the court approved notice of class action settlement to be mailed to Class Members in English and Spanish in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from May 1, 2019 to May 29, 2022.

1.14. “Class Representatives” means the named Plaintiffs in the operative Consolidated Complaint in the Action seeking Court approval to serve as Class Representatives.

1.15. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.16. “Consolidated Complaint” refers to the pending First Amended Complaint that will be filed in the Zubia Action that will consolidate and incorporate the Ganal Action and Hernandez Actions into the Zubia Action, add Michael Woods as a Class Representative, and therein collectively allege the Released Class Claims and Released PAGA Claims.

1.17. “Court” means the Superior Court of California, County of Los Angeles.

1.18. “Defendant” (“P&G”) means The Procter & Gamble Distributing LLC.

1.19. “Defense Counsel” means Jackson Lewis P.C.

1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. “Gross Settlement Amount” or “GSA” means \$3,750,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below and except for the employer’s share of applicable payroll tax obligations that Defendant shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Weeks Worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Weeks Worked during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Penalties.

1.33. “PAGA Period” means the period from November 18, 2019 to May 29, 2022.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. “PAGA Notice” means Plaintiffs’ letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), including: (a) Plaintiff Zubia’s August 14, 2020 letter, (b) Plaintiff Ganal’s May 4, 2021 letter, (c) Plaintiff Hernandez’s April 2, 2021 letter, and (d) Plaintiff Woods’ April 27, 2021 letter and September 30, 2021 amended letter.

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$200,000), allocated 25% to the Aggrieved Employee (\$50,000) and the 75% to LWDA (\$150,000) in settlement of PAGA claims.

1.37. “Participating Class Member” means all Settlement Class Members who are deemed to participate, who will receive an Individual Settlement Payment, except for those who opt-out by submitting a timely valid Request for Exclusion.

1.38. “Plaintiffs” means Andrew Zubia, Dana Marie Ganal, Christian Hernandez, and Michael Woods, the named plaintiffs in the Consolidated Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.43. “Released Parties” means: Defendant and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. Released Parties does not include Primeskill Staffing Services, or any of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, challenges to credited Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments.

1.48. “Weeks Worked” in the context of the Class Members, means all weeks during the Class Period in which the Class Member was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek. In the context of Aggrieved Employees, it means all weeks during the PAGA Period in which the Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek.

1.49. “Woods PAGA Action” refers to the separately pending action filed by Plaintiff Woods in the County of Sacramento, Case No. 34-2021-00305001-CU-OE-GDS, on July 27, 2021, against Defendant P&G and Primeskill Staffing Services.

1.50. “Zubia’s Individual Action” means and refers to the separate case that alleges discrimination, retaliation and wrongful termination against P&G, entitled *Andrew Zubia v. Proctor & Gamble Company*, Riverside County Superior Court Case No. CVRI2103792.

2. RECITALS.

2.1. The Zubia Action was filed as a class and representative action on November 18, 2020, in the Los Angeles County Superior Court. Thereafter, the Ganal Action was filed in the Riverside Superior Court as a class action on May 5, 2021, and was amended to include PAGA claims on April 26, 2022. The Hernandez Actions were also filed in the Riverside Superior Court as class and representative actions. Plaintiff Woods also filed the Woods PAGA Action in the County of Sacramento. In preparation for mediation, Plaintiffs agreed to proceed as a Consolidated Action. Defendant denies the allegations in the Consolidated Complaint, deny any failure to comply with the laws identified in in the Consolidated Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice, including (a) Plaintiff Zubia’s August 14, 2020 notice letter, (b) Plaintiff Ganal’s May 4, 2021 notice letter, (c)

Plaintiff Hernandez's April 2, 2021 notice letter, and (d) Plaintiff Woods' April 27, 2021 letter and September 30, 2021 amended letter notice letter.

2.3. On March 30, 2022, the Parties participated in an all-day mediation presided over by Judge Carl West (Ret.), but the matter did not resolve at mediation. Over the course of the next 6 months, the Parties continued to exchange information and pursued ongoing negotiations through Judge West. Ultimately, Judge West issued a mediator's proposal that called for a global resolution of all pending actions and claims against Defendant and the filing of the Consolidated Complaint in this Action. All Parties accepted the proposal on about November 18, 2022, and thereafter entered into an MOU, followed by entering into this Agreement.

2.4. Prior to the mediation and negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, documents and information, including but not limited to Defendant's written policies and practices, information relating to the size of the Class and Aggrieved Employees, number of Weeks Worked, as well as a sampling of payroll and timekeeping records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than *Nuvia Quintanilla, Robert Bernardo, Julio Jones v. P&G Distributing, LLC*, Riverside Superior Court Cases CVRI2200217 and CVRI2200510 (consolidated).

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay \$3,750,000 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members and Aggrieved Employees). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed \$7,500 each. As part of the motion for Class Counsel Fees Payment and Class

Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the GSA (33.333%), which is currently estimated to be \$1,250,000 and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or as otherwise set by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel shall divide the court approved Class Counsel Fees Payment as follows: 40% to LML, 20% to MY, 20% to SWCK, and 20% to LE.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$13,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Weeks Worked.

3.2.4.1. Tax Allocation of Individual Class Payments. One-third (33.3%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds (66.7%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions

are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$50,000) by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Weeks Worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of more or less than the amount requested, the Administrator will adjust the Net Settlement Amount accordingly. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Weeks Worked. See Paragraph 9 below.

4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of

payroll taxes by transmitting the funds to the Administrator no later than 45 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. [OMITTED IN MODEL]

- 6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Except for Zubia's Individual Action which is carved out from this release, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, and except for Zubia's Individual Action which is carved out from this release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 6.1.2 Limitations on Plaintiff Woods Release. The Release by Plaintiff Woods is limited to Defendant P&G and does not extend to Primeskill Staffing Services. Plaintiff Woods shall dismiss

Defendant P&G with prejudice from the Woods PAGA Action.
The Woods PAGA Action will remain ongoing against Primeskill
Staffing Services.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Consolidated Complaint and Consolidated Action, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages upon termination; (g) failure to maintain temperature providing reasonable comfort; (h) failure to pay wages weekly; and (i) violations of the California Business & Professions Code §§ 17200 *et seq.* These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq.* (“Released Class Claims”). The Released Class Claims extends to all theories of relief regardless of whether the claim is, was or could have been alleged under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California’s Business and Professions Code section 17200), and includes all types of relief available for the above-referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiffs alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Consolidated Complaint and in Plaintiffs’ PAGA Notice to the LWDA (including any amendments thereto), or reasonably could have been alleged based on the allegations, the facts, and/or legal theories under the PAGA contained in the Consolidated Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay (including any theory of failure to pay any and all wages for all time worked or earned); (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to timely pay each week; (g) failure to maintain temperature providing reasonable comfort; (h) failure to pay wages upon termination (“Released PAGA Claims”). The Released PAGA Claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Code of Regulations, and the California Industrial Wage Orders. The time period governing the Released PAGA Claims shall be any time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 15 court days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall advise that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Consolidated Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator, and all related documents.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant

Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Weeks Worked in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation] substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Weeks Worked as a Class Member and Aggrieved Employee (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Weeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendant are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge..

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Weeks Worked. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Weeks Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Weeks Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Weeks Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Weeks Worked to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later

than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Weeks Worked received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Weeks Worked Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Weeks Worked. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Weeks Worked by Class Members and Aggrieved Employees and the per Work Week value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant P&G estimates that there are 835 Class Members who worked approximately 74,000 Workweeks at a P&G Facility in California from May 1, 2019 through mediation on March 30,

2022. If the Work Week number increases by more than 10% of the estimate stated herein through the end of the Class Period, Defendant will increase the Gross Settlement Amount proportionately for the percentage of Work Weeks in excess of the 10% threshold (i.e., an 11% increase in Works Weeks will result in a 1% increase of the Gross Settlement Amount).

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the

Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Consolidated Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;

(3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Kane Moon
kane.moon@moonyanglaw.com
Allen Feghali
allen.feghali@moonyanglaw.com
Moon & Yang APC
1055 W. Seventh Street, #1880
Los Angeles, CA 90017
Tel: (213) 232-3128 | Fax: (213) 3125

Joseph Lavi
jlavi@lelawfirm.com
Lavi & Ebrahim, LLP
8889 W. Olympic Blvd, #200
Beverly Hills, CA 90211
Tel: (310) 432-0000 | Fax: (310) 432-0001

Carolyn H. Cottrell
ccottrell@schneiderwallace.com
Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, #1400
Emeryville, CA 94608
Tel: (415) 421-7100 | Fax: (415) 421-7105

To Defendant:

Jina Lee
Jina.Lee@jacksonlewis.com
Jackson Lewis P.C.
200 Spectrum Center Drive, #500
Irvine, CA 92618
Tel: (949) 885-1360

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: February 24, 2023

PLAINTIFF



Andrew Zubia (Feb 24, 2023 16:38 PST)
ANDREW ZUBIA

Dated: February __, 2023

PLAINTIFF

DANA MARIE GANAL

Dated: February __, 2023

PLAINTIFF

CHRISTIAN HERNANDEZ

Dated: February __, 2023

PLAINTIFF

MICHAEL WOODS

Dated: February 27, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP



BRIAN J. MANKIN
MISTY M. LAUBY

Dated: February __, 2023

CLASS COUNSEL:
MOON & YANG, APC

KANE MOON
ALLEN V. FEGHALI

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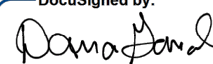
Dated: February __, 2023

PLAINTIFF

ANDREW ZUBIA

Dated: February __, 2023
2/27/2023

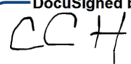
PLAINTIFF

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DANA MARIE GANAL

Dated: February __, 2023
February 28, 2023

PLAINTIFF

DocuSigned by:

139738AE264A483...

CHRISTIAN HERNANDEZ

Dated: February __, 2023

PLAINTIFF

MICHAEL WOODS

Dated: February __, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

BRIAN J. MANKIN
MISTY M. LAUBY

Dated: February 24, 2023

CLASS COUNSEL:
MOON & YANG, APC



KANE MOON
ALLEN V. FEGHALI
EDWIN KAMARZARIAN

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Dated: February ___, 2023

PLAINTIFF

ANDREW ZUBIA

Dated: February ___, 2023

PLAINTIFF

DANA MARIE GANAL

Dated: February ___, 2023

PLAINTIFF

CHRISTIAN HERNANDEZ

Dated: February ___, 2023

PLAINTIFF

02 / 28 / 2023



MICHAEL WOODS

Dated: February ___, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

BRIAN J. MANKIN
MISTY M. LAUBY

Dated: February 24, 2023

CLASS COUNSEL:
MOON & YANG, APC



KANE MOON
ALLEN V. FEGHALI
EDWIN KAMARZARIAN

Dated: February __, 2023
February 28, 2023

CLASS COUNSEL:
LAVI & EBRAHIMIAN, LLP

DocuSigned by:

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JOSEPH LAVI
VINCENT C. GRANBERRY

Dated: February __, 2023

CLASS COUNSEL:
SCHNEIDER WALLACE COTTRELL
KONECKY LLP

CAROLYN H. COTTRELL
ORI EDELSTEIN
ANDREW WEAVER

Dated: February __, 2023

DEFENDANTS:
THE PROCTER & GAMBLE DISTRIBUTING
LLC

By: _____
Title: _____

Dated: February __, 2023

DEFENDANT'S COUNSEL:
JACKSON LEWIS P.C.

JAMES P. CARTER
JINA LEE

END OF DOCUMENT

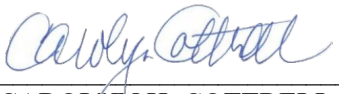
Dated: February ___, 2023

CLASS COUNSEL:
LAVI & EBRAHIMIAN, LLP

JOSEPH LAVI
VINCENT C. GRANBERRY

Dated: March 1, 2023

CLASS COUNSEL:
SCHNEIDER WALLACE COTTRELL
KONECKY LLP



CAROLYN H. COTTRELL
ORI EDELSTEIN
ANDREW WEAVER

Dated: February ___, 2023

DEFENDANTS:
THE PROCTER & GAMBLE DISTRIBUTING
LLC

By: _____
Title: _____

Dated: February ___, 2023

DEFENDANT'S COUNSEL:
JACKSON LEWIS P.C.

JAMES P. CARTER
JINA LEE

END OF DOCUMENT

Dated: February __, 2023
February 28, 2023

CLASS COUNSEL:
LAVI & EBRAHIMIAN, LLP

DocuSigned by:

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JOSEPH LAVI
VINCENT C. GRANBERRY

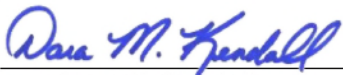
Dated: February __, 2023

CLASS COUNSEL:
SCHNEIDER WALLACE COTTRELL
KONECKY LLP

CAROLYN H. COTTRELL
ORI EDELSTEIN
ANDREW WEAVER

Dated: March 2, 2023

DEFENDANTS:
THE PROCTER & GAMBLE DISTRIBUTING
LLC


By: Dara M. Kendall
Title: SVP & GC-NA Practice Groups & Global Fabric
and Home Care Sector

Dated: March 2, 2023

DEFENDANT'S COUNSEL:
JACKSON LEWIS P.C.


JAMES P. CARTER
JINA LEE

END OF DOCUMENT

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00436 Zubia v Proctor & Gamble (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andrew Zubia 14000-00436 Zubia v Proctor & Gamble									
08-19-2020	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	75.00	0.00	1.00	75.00
LWDA - Check # 591									
09-30-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	8.50	0.00	1.00	8.50
Postage for the month of September 2020									
09-30-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.20	0.00	24.00	4.80
24 copies @ \$0.20 Letters to employers									
11-19-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	1,674.95	0.00	1.00	1,674.95
Bosco Inv 5083126 File and Conform: Summons Complaint Civil Case Cover Sheet Court: Superior Court of California, County of Los Angeles, Stanley Mosk Courthouse *FEES ADVANCED*									
12-28-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	107.95	0.00	1.00	107.95
Bosco Inv 5178121 Serve: The Proctor & Gamble Company Summons; Complaint; Amendment to Complaint; Civil Case Cover Sheet; Notice of Case Assignment - Unlimited Civil Case; Minute Order; Initial Status Conference Order; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse									
02-08-2021	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	131.35	0.00	1.00	131.35
Bosco Inv 5279959 Serve: The Proctor & Gamble Company Summons; Complaint; Amendment to Complaint (Fictitious / Incorrect Name); Civil Case Cover Sheet; Notice of Case Assignment - Unlimited Civil Case; Minute Order Dated December 4, 2020; Initial Status Conference Order (Complex Litigation) Revised as of 6/18/2020; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse									
05-13-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	15.00	0.00	1.00	15.00
LA Court Connect ID #151925754 for 5-7-21 CMC									
08-04-2021	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	108.00	0.00	1.00	108.00
Case Anywhere Inv #229246									
09-09-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	7.50	0.00	1.00	7.50
LASC Receipt No. ST-2021-0762861 to Fax file Joint Statement on PACA case									
11-11-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	120.00	0.00	1.00	120.00
Case Anywhere Inv #237687									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00436 Zubia v Proctor & Gamble (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andrew Zubia 14000-00436 Zubia v Proctor & Gamble									

12-01-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	45.37	0.00	1.00	45.37
Budget Conferencing Inv 30764069 for 10/21/21 and 11/10/21 calls									
01-25-2022	Approved		Non-Billable	E125 Mediation fees	Aguilera, Monica A	7,950.00	0.00	1.00	7,950.00
JAMS Inv 5974822 for 12-1-21 Mediation with Hon. Carl West									
02-04-2022	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	120.00	0.00	1.00	120.00
Case Anywhere Inv #245945									
04-19-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	10.59	0.00	1.00	10.59
Budget Conferencing Inv 30877625 for 3/22/22 conf calls									
05-10-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	120.00	0.00	1.00	120.00
Case Anywhere Inv#254388									
05-11-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	17.19	0.00	1.00	17.19
Onelgal Order#18188499 - file jt strt									
07-08-2022	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,125.00	0.00	1.00	1,125.00
Berger Consulting Group - Inv# 6133									
07-08-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18510030 - File jt Stmt									
08-02-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18659034 - File Ntc of COA in PAGA case									
08-07-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	126.00	0.00	1.00	126.00
CaseAnywhere Inv #262814 - System Access Fee for July 2022									
08-19-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	12.77	0.00	1.00	12.77
Budget Conferencing Inv #30990237 for 7/27/22 and 8/8/22 conference calls									
09-07-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18875451 - file Joint Status Report									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00436 Zubia v Proctor & Gamble (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andrew Zubia									
14000-00436 Zubia v Proctor & Gamble									

09-19-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	18.70	0.00	1.00	18.70
Budget Conferencing Inv #31016654 for conference calls on 8/22/22 and 8/31/22									
11-09-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
OneLegal Order #19271208 - file Joint Status Report									
11-09-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	120.00	0.00	1.00	120.00
CaseAnywhere Inv #271573									
01-06-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
OneLegal Order #19584201 - file Joint Statement									
02-09-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	126.00	0.00	1.00	126.00
CaseAnywhere Inv #280103									
02-27-2023	Approved		Non-Billable	E 112 Court fees	Chiarito, Tracie	14.50	0.00	1.00	14.50
Receipt for RVSC for copy of documents on related case									
03-02-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	38.25	0.00	1.00	38.25
OneLegal Order #19929129 - file Stip and Order re Consolidated Complaint									
03-03-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.66	0.00	1.00	17.66
OneLegal Order #19942680 - file Amended Complaint									
03-03-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	79.43	0.00	1.00	79.43
OneLegal Order #19942821 - file Motion for Preliminary Approval and Supporting Documents									
05-10-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	216.00	0.00	1.00	216.00
CaseAnywhere Inv #289013									
08-06-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	120.00	0.00	1.00	120.00
CaseAnywhere Inv #298208									
09-07-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	100.00	0.00	1.00	100.00
Estimated cost to file Motion for Final Approval and supporting documents via OneLegal									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00436 Zubia v Proctor & Gamble (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andrew Zubia									
14000-00436 Zubia v Proctor & Gamble									
09-07-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated cost to serve Motion for Final Approval and supporting documents via CaseAnywhere									
10-06-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	38.25	0.00	1.00	38.25
OneLegal Order #21365371 - file Stip and Order to Modify GSA and PA Order									
11-05-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	126.00	0.00	1.00	126.00
Case Anywhere Inv #307989									

Project Total 13,180.71
Client Total 13,180.71
Grand Total 13,180.71

EXHIBIT “C”