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*Attorneys for Plaintiff, Michael Woods,
on behalf of others similarly situated*

[Additional Counsel on following page]

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 20STCV44506

*[Assigned to Hon. Judge Lawrence P. Riff,
Dept. 7, for all purposes]*

**DECLARATION OF CAROLYN HUNT
COTTRELL IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Related Actions:

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

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I, Carolyn Hunt Cottrell, declare as follows:

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

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

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

QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

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

5. SWCK has acted or is acting as class counsel in numerous cases. A partial list of

1 cases which have been certified and/or settled as class actions includes: *Campos v. Extra Express*
2 *(Cerritos) Inc.*, (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval
3 of California law wage and hour class action settlement alleging misclassification of short haul
4 delivery drivers); *Huddleston v. John Christner Trucking, LLC*, (Case No. 4:17-cv-00549-GKF-
5 CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and
6 Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification
7 on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No.
8 RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action
9 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages,
10 failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized
11 wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.*, (Case No. CV
12 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California
13 class action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country*
14 *Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final
15 approval of California class action and PAGA representative action); *Hazel v. Himagine*
16 *Solutions, Inc.* (Case No. RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final
17 approval of a California class action settlement for failure to pay for all hours worked, failure to
18 pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse
19 necessary business expenditures, waiting time penalties, and failure to provide itemized wage
20 statements); *Pine Manor Investors, LLC v. FPI Management, Inc.* (Case No. 34-2018-00237315)
21 (Sacramento County Superior Court, October 20, 2021) (final approval of a California class action
22 settlement in action that alleged improper billing for workers compensation charges by an
23 apartment complex management company); *Etcheverry v. Franciscan Health System, et al.* (Case
24 No. 3:19-cv-05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final
25 approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre, et al. v.*
26 *J&L Cable TV Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August
27 31, 2021) (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire,
28 Maine, and Pennsylvania class action); *Amaraut, et al. v. Sprint/United Management Co.* (Case

1 No. 19-cv-411-WQH-AHG) (Southern District of California, August 5, 2021) (final approval of
2 hybrid Fair Labor Standards Act and California Labor Code Rule 23 action); *Diaz, et al. v. TAK*
3 *Communications CA, Inc., et al.* (Case No. RG20064706) (Alameda Superior Court, July 27,
4 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code class action);
5 *Villafan v. BROADSPECTRUM Downstream Services, Inc., et al.* (Case No. 3:18-cv-06741-LB)
6 (Northern District of California, April 8, 2021) (final approval of hybrid Fair Labor Standards Act
7 and California law class action settlement for failure to pay for all hours worked, failure to provide
8 meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to
9 provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-
10 cv-02229-EMC) (Northern District of California, June 1, 2020) (final approval of hybrid Fair
11 Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class
12 action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
13 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
14 statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange County
15 Superior Court, January 31, 2020) (final approval of a class action settlement for failure to pay
16 for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses,
17 waiting time penalties, and failure to provide itemized wage statements, under California law);
18 *Soto, et al. v. O.C. Communications, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District
19 of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California
20 and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon,*
21 *Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior
22 Court) (final approval of a class action settlement for failure to pay for all hours worked, failure
23 to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time
24 penalties, and failure to provide itemized wage statements, under California law); *Van Liew v.*
25 *North Star Emergency Services, Inc., et al.* (Case No. RG17876878) (Alameda County Superior
26 Court) (final approval of a class action settlement for failure to pay for all hours worked, failure
27 to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse
28 for necessary business expenditures, waiting time penalties, and failure to provide itemized wage

1 statements, under federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara
2 Superior Court) (final approval of a class and collective action settlement for failure to pay for all
3 hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse
4 for necessary business expenditures, failure to adhere to California record keeping requirements,
5 waiting time penalties, and failure to provide itemized wage statements, under federal and
6 California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898)
7 (Sacramento Superior Court) (final approval of a class action settlement for failure to pay wages
8 free and clear, failure to pay overtime and minimum wages, failure to provide meal and rest
9 breaks, failure to pay full wages when due, failure to adhere to California record keeping
10 requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall AG*
11 *Enterprises, Inc., et al.*, (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final
12 approval of a class action settlement for failure to provide meal and rest periods, failure to
13 compensate for all hours worked, failure to pay minimum and overtime wages, waiting time
14 penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages,
15 under California law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case No. 3:15-cv-02198-
16 EMC) (Chen, J.) (Northern District of California) (final approval of a class and collective action
17 settlement for failure to compensate for all hours worked, including overtime, under federal and
18 California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-00891)
19 (Central District of California) (final approval of a class action settlement for failure to provide
20 meal and rest periods, failure to compensate for all hours worked, failure to pay overtime wages,
21 unpaid wages and waiting time penalties, and failure to provide itemized wage statements); *Meza,*
22 *et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH) (Northern District of California)
23 (final approval of class and collective action settlement for failure to compensate for all hours
24 worked, including overtime, under federal and California law, failure to provide meal and rest
25 breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon
26 termination to, and failure to provide accurate itemized wage statements); *Holmes, et al v. Xpress*
27 *Global Systems, Inc.*, (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval
28 of a class action settlement for failure to provide meal and rest breaks and failure to provide

1 accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-
2 cv-04357-VC) (Northern District of California) (final approval of a class and collective action
3 settlement for failure to compensate for all hours worked, including overtime, failure to provide
4 meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full
5 wages upon termination to, and failure to provide accurate itemized wage statements); *Molina, et*
6 *al. v. Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court)
7 (final approval of a class action settlement for failure to provide meal and rest breaks, unpaid
8 wages, unpaid overtime, off-the-clock work, failure to pay full wages upon termination to, and
9 failure to provide accurate itemized wage statements); *Allen, et al. v. County of Monterey, et al.*,
10 (Case No. 5:13-cv-01659) (Northern District of California) (settlement between FLSA Plaintiffs
11 and Defendant to provide relief to affected employees); *Barrera v. Radix Cable Holdings, Inc., et*
12 *al.*, (Case No. CIV 1100505) (Marin County Superior Court) (final approval of class action
13 settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure to provide
14 overtime compensation to, failure to reimburse business expenditures to, failure to pay full wages
15 upon termination to, and failure to provide accurate itemized wage statements to retention
16 specialists working for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et*
17 *al.*, (Case No. 1:10-cv-10588) (District of Massachusetts) (final approval of class action
18 settlement for claims of breach of fiduciary duty and self-dealing in violation of ERISA); *Friend,*
19 *et al. v. The Hertz Corporation*, (Case No. 3:07-052222) (Northern District of California)
20 (settlement of claims that rental car company misclassified non-exempt employees, failed to pay
21 wages, failed to pay premium pay, and failed to provide meal periods and rest periods); *Hollands*
22 *v. Lincare, Inc., et al.*, (Case No. CGC-07-465052) (San Francisco County Superior Court) (final
23 approval of class action settlement for overtime pay, off-the-clock work, unreimbursed expenses,
24 and other wage and hour claims on behalf of a class of center managers); *Jantz, et al. v. Colvin,*
25 (Case No. 531-2006-00276X) (In the Equal Employment Opportunity Commission Baltimore
26 Field Office) (final approval of class action settlement for the denial of promotions based on
27 targeted disabilities); *Shemaria v. County of Marin*, (Case No. CV 082718) (Marin County
28 Superior Court) (final approval of class action settlement on behalf of a class of individuals with

1 mobility disabilities denied access to various facilities owned, operated, and/or maintained by the
2 County of Marin); *Perez, et al. v. First American Title Ins. Co.*, (Case No. 2:08-cv-01184)
3 (District of Arizona) (final approval of class action settlement in action challenging unfair
4 discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCv167815)
5 (Santa Cruz County Superior Court) (final approval of class action settlement for failure to
6 provide meal and rest breaks to, and for off-the-clock work performed by, a class of retail
7 employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366)
8 (Alameda County Superior Court) (final approval of class action settlement for failure to provide
9 meal and rest breaks to, and for off-the-clock work performed by, a class of ice cream
10 manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and
11 4:13-cv-03091) (Northern District of California) (certified class action on behalf of delivery
12 drivers allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.*
13 (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action
14 settlement for off-the-clock work by, and failure to provide overtime compensation to,
15 production-line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No.
16 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by, and failure to
17 provide overtime compensation to, production-line employees of meat-packing plant); *Barlow, et*
18 *al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final
19 approval of class action settlement for failure to provide meal and rest breaks to and for off-the-
20 clock work by certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.*
21 (Case No. ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-
22 the-clock work by, and failure to provide overtime compensation to, production-line employees
23 of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos.
24 CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court) (final approval of class
25 action settlement for failure to provide meal and rest breaks to, and for off-the-clock work by,
26 employees at check cashing stores); *Carlson v. eHarmony* (Case No. BC371958) (Los Angeles
27 County Superior Court) (final approval of class action settlement on behalf of gays and lesbians
28 who were denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-LJO-

1 GSA,1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class action
2 settlement for off-the-clock work by production-line employees of meat-packing plant); *Elkin v.*
3 *Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of class
4 action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags
5 amusement parks); *Jimenez v. Perot Systems Corp.* (Case No. RG07335321) (Alameda County
6 Superior Court) (final approval of class action settlement for misclassification of hospital clerical
7 workers); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior
8 Court) (final approval of class action settlement for failure to pay overtime to CVS pharmacists);
9 *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified class
10 action on behalf of flight nurses); *National Federation of the Blind v. Target* (Case No. C 06-
11 01802 MHP) (N.D. Cal.) (certified class action on behalf of all legally blind individuals in the
12 United States who have tried to access Target.com); *Bates v. United Parcel Service, Inc.* (2004
13 WL 2370633) (N.D. Cal.) (certified national class action on behalf of deaf employees of UPS);
14 *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action
15 alleging widespread discrimination within FedEx); *Siddiqi v. Regents of the University of*
16 *California* (Case No. C-99-0790 SI) (N.D. Cal.) (certified class action in favor of deaf plaintiffs
17 alleging disability access violations at the University of California); *Lopez v. San Francisco*
18 *Unified School District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of
19 plaintiffs in class action against school district for widespread disability access violations);
20 *Campos v. San Francisco State University* (Case No. C-97-02326 MCC) (N.D. Cal.) (certified
21 class action in favor of disabled plaintiffs for widespread disability access violations); *Singleton*
22 *v. Regents of the University of California* (Case No. 807233-1) (Alameda County Superior Court)
23 (class settlement for women alleging gender discrimination at Lawrence Livermore National
24 Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda
25 County Superior Court) (final approval of class action settlement for drive-time required of Coca-
26 Cola account managers); *Portugal v. Macy's West, Inc.* (Case No. BC324247) (Los Angeles
27 County Superior Court) (California statewide wage and hour "misclassification" class action
28 resulting in a class-wide \$3.25 million settlement); *Taormina v. Siebel Systems, Inc.* (Case No.

1 RG05219031) (Alameda County Superior Court) (final approval of class action settlement for
2 misclassification of Siebel's inside sales employees); *Joseph v. The Limited, Inc.* (Case No. CGC-
3 04-437118) (San Francisco County Superior Court) (final approval of class action settlement for
4 failure to provide meal and rest periods to employees of The Limited stores); *Rios v. Siemens*
5 *Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class action settlement for failure
6 to pay accrued vacation pay upon end of employment); *DeSoto v. Sears, Roebuck & Co.* (Case
7 No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case
8 No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement for failure to pay
9 Sears drivers for all hours worked); among many others.

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

23 **SERVICE AWARD FOR PLAINTIFF WOODS**

24 7. Plaintiff Michael Woods took the significant risk of coming forward to represent
25 the interests of his fellow employees.

26 8. He has subjected himself to risk with regards to future employment opportunities
27 and his reputation in the community by his participation in this action. His service as Named
28 Plaintiff in a wage and hour class action lawsuit may be discerned by potential employers and

1 members of the community, creating a very real risk of future repercussions, particularly with
2 respect to their future job opportunities.

3 9. Throughout this litigation, Plaintiff Woods worked with Counsel and assisted in
4 the development of the case. He provided extensive information and documents during Counsel's
5 initial investigation and the preparation of the complaints. He also provided responses to
6 Counsel's questions as the case progressed and provided valuable insight into Defendant's
7 operations.

8 10. Plaintiff Woods has taken part in the Settlement decision and remained apprised
9 of the case at all times during the litigation.

10 11. As a result of Plaintiff Woods' efforts and his willingness to step forward, the
11 employees will receive significant recoveries if the Settlement is approved. On the other hand, if
12 the Plaintiffs, including Plaintiff Woods, did not serve as Class Representatives or assist in the
13 prosecution of this case, the claims of the employees would never have been asserted. Defendant's
14 alleged conduct would have gone unchecked. Plaintiff Woods has committed his time to this case
15 and assumed significant risk to obtain the favorable result. Plaintiff Woods included a declaration
16 detailing his efforts in this case with the Motion for Preliminary Approval of the Settlement.

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

20 **REASONABLE ATTORNEYS' FEES AND COSTS**

21 13. The Plaintiffs seek reasonable attorneys' fees and expenses from the gross
22 \$4,090,388.51 Settlement Amount. Under the terms of the Settlement, Class Counsel may seek
23 an award of up to one-third of the Settlement Amount, or \$1,363,482.83. These fees and costs are
24 warranted under the law and within the range commonly awarded in similar cases.

25 14. In this case, there was no guarantee of compensation or reimbursement. Rather,
26 Class Counsel has undertaken all the risks of this litigation on a completely contingent fee basis.
27 These risks were front and center. In the *Wal-Mart v. Dukes* era—a decision that does not
28 eliminate employment class actions, but which nonetheless underscores the difficulties and

1 uncertainties in prevailing—the risks inherent in litigating large, employment class actions are
2 great. Even a favorable ruling on class certification faces a significant risk of reversal by an
3 appellate court. The inherent risk of proving liability and damages on a Class-wide basis and
4 Defendant’s representation by skillful counsel confront Class Counsel with the prospect of
5 recovering nothing or close to nothing for their commitment to and investment in the case.

6 15. Nevertheless, the Plaintiffs and Counsel have committed themselves to developing
7 and pressing the employees’ legal claims to enforce the employees’ rights and maximize the Class
8 recovery. As Participating Class Members will receive a significant payment if the Settlement is
9 approved, Class Counsel seek a reasonable fee award for their efforts and the risk they have
10 assumed.

11 16. Attorneys who litigate on a wholly or partially contingent basis expect to receive
12 significantly higher effective hourly rates in cases where compensation is contingent on success,
13 particularly in hard-fought cases where, like in the case at bar, the result is uncertain. These factors
14 further support Class Counsel’s fee request. Since SWCK continues to pursue claims on behalf of
15 Plaintiff Michael Woods against PrimeSkill Staffing Services in the separate case in the Superior
16 Court for the County of Sacramento, Case No. 34-2021-00305001-CU-OE-GDS, as discussed in
17 the motion in support of Preliminary Approval, SWCK has apportioned the fees related to this
18 settlement separate from the other case. SWCK first identified fees directly related to the claims
19 against P&G and counted those fees. SWCK then identified fees related to both the claims against
20 P&G and PrimeSkill Staffing Services and apportioned those fees as 50% for these claims against
21 Procter & Gamble and 50% for the claims against PrimeSkill Staffing Services. Those fees were
22 then totaled to reach the lodestar amounts included herein, which are 136.65 hours and
23 \$95,767.25. A true and correct copy of the summary of SWCK’s lodestar in this lawsuit is attached
24 hereto as **Exhibit A**.

25 17. Fee awards in class actions average around one-third of the recovery. Class
26 Counsel’s fee request is well within the range of customarily approved by California and federal
27 courts in comparable class actions. California Superior Courts also frequently grant common
28

fund awards of 33.3 percent (1/3) or more.¹

18. SWCK also requests reimbursement of their actual out-of-pocket expenses incurred to prosecute these actions, in the amount of \$895.92. Class Counsel incurred costs including filing fees, online research, and service of process fees. These expenses were incidental and necessary to the effective representation of the Class Members. Since SWCK continues to pursue claims on behalf of Plaintiff Michael Woods against PrimeSkill Staffing Services in the separate case in Sacramento, as discussed above, and all costs through preliminary approval were related to claims against both Defendants, SWCK has apportioned the costs as 50% for these claims against Procter & Gamble, and 50% for the claims against PrimeSkill Staffing Services. A true and correct copy of SWCK's costs is attached hereto as **Exhibit B**.

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

Executed on December 12, 2023 in San Rafael, California.


Carolyn Hunt Cottrell

¹ See, e.g., *Asalati v. Intel Corp.*, No. 16cv302615 (Santa Clara Super. Ct., Oct. 29, 2018) (approving 33.3% fee award, at a multiplier of 3.98 over lodestar); *Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Los Angeles Super. Ct., Feb. 1, 2007) (approving 33.3% fee award with no mention of lodestar crosscheck); *Big Lots Overtime Cases*, JCC Proceeding No. 4283 (San Bernardino Super. Ct., Feb. 4, 2004) (approving award of attorney's fees of 33% of the recovery); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento Super. Ct., Dec. 26, 2000) (same); *Miskell v. Auto. Club of Southern Cal.*, No. 01CC09035 (Orange Super. Ct., May 27, 2003) (same); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Alameda Super. Ct., Nov. 27, 2006) (approving 33% fee award with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Stanislaus Super. Ct., Aug. 3, 2004) (approving 33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (San Diego Super. Ct., Feb. 10, 2004) (approving 33% fee award with no mention of lodestar crosscheck).

EXHIBIT A

Billing Summary by Matter for 'Woods, Michael v. PrimeSkill Staffing and Procter & Gamble' from inception to 12/8/23 that includes All Timekeepers

Classification	Timekeepers	Name	Rate	Total Hours	Amount
Paralegals / Law Clerks	ENH	Eugene Huffman	450	8.55	\$3,847.50
Paralegals / Law Clerks	TLM	Tracey McClaim	425	0.45	\$191.25
Paralegals / Law Clerks	CEH	Collin Hoover	325	8.25	\$3,712.50
Paralegals / Law Clerks	SQP	Sarah Price	500	0.9	\$450.00
Paralegals / Law Clerks	TRB	Thomas Barnett	350	0.25	\$87.50
Paralegals / Law Clerks	TBS	Tyler Smith	500	0.8	\$400.00
Paralegals / Law Clerks	BCR	Brianda Rodriguez	350	0.1	\$35.00
Paralegals / Law Clerks	LEC	Lourdes Castro	450	3.9	\$1,755.00
Paralegals / Law Clerks	SGC	Silvia Carter	450	0.45	\$202.50
Paralegals / Law Clerks	MEG	Michael Garcia	275	6.3	\$1,732.50
Of Counsel / Associates	PMG	Philippe Gaudard	725	18.55	\$13,448.75
Of Counsel / Associates	CXC	Christopher Craig	680	5.7	\$3,876.00
Of Counsel / Associates	ADW	Andrew Weaver	750	57.6	\$43,200.00
Clerical Staff	JXM	Joseph McCay	275	3.55	\$976.25
Clerical Staff	CJD	Caroline Dean	250	0.8	\$200.00
Partners	OXE	Ori Edelstein	1105	20.5	\$22,652.50
				136.65	\$96,767.25

EXHIBIT B

CASE COSTS

Woods, Michael v. PrimeSkill Staffing and Procter & Gamble

Matter No. 102223

Date: 01/31/2023

DATE	VENDOR	DESCRIPTION	AMOUNT
04/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/2021 - 03/31/2021	\$ 8.59
04/29/2021	LWDA	PAGA Filing	\$ 75.00
05/17/2021	Neilson & MacRitchie	Investigation	\$ 392.50
07/07/2021	Superior Court of California Riv	Paid Searches and Documents	\$ 21.00
07/07/2021	Superior Court of California Riv	Paid Searches and Documents	\$ 3.50
07/08/2021	Superior Court of California Riv	Paid Searches and Documents	\$ 16.50
08/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/2021 - 07/31/2021	\$ 9.77
08/01/2021	West Payment Center (4005)	Research 07/01/21 - 07/31/21	\$ 22.90
08/13/2021	One Legal LLC (Info Track)	eFiling - Complaint, Summons, Civil Case Cover Sheet	\$ 40.00
08/18/2021	One Legal LLC (Info Track)	eFiling - Complaint, Summons, Civil Case Cover Sheet	\$ 155.00
08/30/2021	One Legal LLC (Info Track)	eFiling - Complaint, Civil Case Cover Sheet, Summons	\$ 160.00
09/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/2021 - 08/31/2021	\$ 32.70
09/21/2021	Rapid Legal Inc.	Proof Of Service Of Summons Primeskill Staffing, The Proctor Gamble Co, The Proctor Gamble Co	\$ 70.25
11/08/2021	Pacer	Document Retrieval / Legal Research 07/01/21 - 09/30/21	\$ 0.20
11/17/2021	One Legal LLC (Info Track)	eFiling - Request for Entry of Default	\$ 67.50
12/31/2021	SWCK	Copies and Printing from Shared Printing (2021)	\$ 5.75
03/10/2022	One Legal LLC (Info Track)	eFiling - Joint Case Management Conference Statement	\$ 67.50
03/10/2022	One Legal LLC (Info Track)	eFiling - Jury Fees Posted	\$ 223.50
03/11/2022	Superior Court of California Sac	Document Download	\$ 3.00
04/08/2022	Superior Court of California Sac	Document Download	\$ 1.00
04/28/2022	Rapid Legal Inc.	Court Filing	\$ 70.25
04/28/2022	Rapid Legal Inc.	Courtesy Copy Delivery	\$ 35.25
04/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/22 - 04/30/22	\$ 15.06
05/03/2022	One Legal LLC (Info Track)	eFiling - Notice of Minute Order re Case Management Conference - Complex	\$ 75.00
05/27/2022	Superior Court of California Sac	Document Download	\$ 3.00
05/27/2022	Superior Court of California Sac	Document Download	\$ 3.00
08/19/2022	One Legal LLC (Info Track)	Filing Fees - Joint Case Management Statement	\$ 118.25
09/10/2022	Superior Court of California Sac	Document Download	\$ 2.00
12/08/2022	Superior Court of California Sac	Document Download	\$ 1.00
12/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/22 - 12/31/22	\$ 16.67
01/04/2023	One Legal LLC (Info Track)	eService Fees - Joint Case Management Statement	\$ 76.00
			<u>\$ 1,791.64</u>
Total apportioned to claims against Procter & Gamble (50%)			\$ 895.82