

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff DANA MARIE GANAL

SUPERIOR COURT FOR 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,

Plaintiffs,

vs.

PROCTER & GAMBLE COMPANY, an Ohio
Corporation; PROCTER & GAMBLE
DISTRIBUTING LLC and Ohio Company;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV44506

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

**DECLARATION OF PLAINTIFF DANA
MARIE GANAL IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING:

Date: January 17, 2024

Time: 10:00 a.m.

Dept.: 7

DECLARATION OF DANA MARIE GANAL

I, DANA MARIE GANAL, declare as follows:

1. I am one of the named Plaintiffs in this case. I am a former employee of the named Defendant, Procter & Gamble Distributing LLC (“Defendant”). As such, I have personal knowledge, or am informed and believe, of the following facts herein stated. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant as a forklift driver from approximately December 2019 to July 2021. During my employment with Defendant, I typically worked five days each workweek and roughly eight or more hours each workday. I was classified as a non-exempt employee throughout my employment.

3. During my employment with Defendant, I realized that its wage and hour practices placed employees, including me, at a disadvantage. I believe these practices resulted in an underpayment of my wages. For instance, I was not properly paid for all the time I worked, including off-the-clock work that was uncompensated, and I was not reimbursed my purchase of tools I needed to perform my job duties. During my employment, I also could not take timely uninterrupted meal and rest breaks.

4. As a result of Defendant’s wage and hour practices, I believe I have suffered unpaid wages and unreimbursed business expenses.

COMMONALITY AND PREDOMINANCE

5. I believe Defendant’s illegal wage and hour practices that affected me throughout my employment also affected all of Defendant’s other non-exempt employees. For instance, the practice of requiring off-the-clock work before scheduled shifts and at the end of meal periods was common among all employees, including others who worked as forklift drivers. Also, I believe Defendant improperly imposed an alternative workweek schedule, which affected overtime pay. Additionally, others in my job position who worked at the same location that I worked, but during different shifts or on different days, also could not take uninterrupted meal and rest breaks.

6. As a result of Defendant’s wage and hour practices, I believe Defendant’s other non-exempt employees and I have suffered unpaid wages and unreimbursed business expenses.

TYPICALITY AND ADEQUACY

7. I was employed by Defendant in a non-exempt position during the proposed Class Period. I believe my alleged claims in this case impacted not only me but the entire Class. Therefore, I brought this class action case on behalf of myself and all other employees of Defendant who are or were at some point classified as non-exempt during the Class Period.

8. I believe I have no conflicts of interest with my attorneys of record or with Phoenix Settlement Administrators, which is the neutral entity appointed to administer the proposed Settlement. Likewise, I believe I have no conflicts of interest with the other named Plaintiffs in this action or other Class Members, and I have agreed to place Class interests above my own.

9. I have reviewed and consented in a signed writing to the fee-sharing agreement between my attorneys of record and the attorneys of record for the other named Plaintiffs in this action.

DUTIES AS CLASS REPRESENTATIVE

10. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that as one of the Class Representatives in this matter, I have an obligation to do my best to look out for the interests of other Class Members. I understand that my obligations to the Class exist even when the Class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the Class Members. I have never asked my attorneys to simply settle this matter at any cost; rather, I have asked them to obtain the best settlement they could, within reason, and I believe they have attempted to do so.

11. I have conferred with my attorneys about the Class Action and PAGA Settlement Agreement (the "Settlement Agreement") in this case. I am not an accountant, but I generally understand the factors and risks that should be considered when evaluating a settlement. I believe the Settlement Agreement is fair, adequate, and reasonable, and therefore, I would recommend the Court approve it.

12. I understand the obligations of being an adequate Class Representative include significant responsibilities and a fiduciary duty to represent the Class, which means responding truthfully, completely, and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to make certain Defendant's Labor Code violations are redressed; participating dutifully in the litigation; making

1 myself available for any meetings, proceedings, and court hearings at which I am needed; and, above all,
2 putting Class interests above my own.

3 13. I brought this class action in full recognition and acceptance of my responsibilities as a Class
4 Representative, and I continue to appreciate the importance of my responsibilities as the litigation continues.

5 14. I filed my case over two years ago, and in that time, I have never asked to be relieved from my role
6 as a Class Representative. To the contrary, I have made myself available whenever my attorneys wanted to
7 discuss aspects of my employment by Defendant, and I remain committed to seeing this matter through to the
8 end.

9 15. I believe that were it not for my stepping forward with the other named Plaintiffs and taking on the
10 duties of protecting the interests of other Class Members in this case, it is likely that the interests of the Class
11 would neither have been prosecuted nor benefited. To my knowledge, other than the consolidated actions
12 encompassed by the proposed Settlement Agreement, there is no other litigation, on a class, representative, or
13 individual basis, concerning the claims in this lawsuit, nor has Defendant pointed to any.

14 16. My participation began with bringing certain issues that are involved in this matter to my attorney's
15 attention and explaining the factual background that was used to prosecute the claims in this case. For example,
16 I provided my attorneys and reviewed with them documents I had in my possession from my employment by
17 Defendant, and I explained those documents and related facts to my attorneys to assist them in their analysis
18 of the claims. I have provided my attorneys with first-hand knowledge as to Defendant's ownership and
19 corporate structure and its wage and hour policies and practices. I also assisted in identifying potential
20 witnesses, including other employees, who might likewise have been of assistance.

21 17. My efforts continued after the suit was filed. For example, I continued to identify potential
22 witnesses to my attorneys, along with providing other information of potential use in this matter. I also made
23 myself available to answer questions from my attorneys during the full day mediation session that led to the
24 proposed Settlement Agreement.

25 18. I have been, and will continue to be, actively involved in assisting my attorneys to support this
26 wage and hour litigation.

27 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and, even more
28

1 importantly, to put an end to what I believe are illegal practices on the part of Defendant. Summing it all up in
2 the simplest terms, I asked to be a stand-in for other employees of Defendant as a Class Representative.
3 Because of that, I cannot quit on the Class, and I cannot put myself and my interests before the Class. I accept
4 these duties and request that my appointment as a Class Representative be confirmed.

5 REASONABLENESS OF SERVICE PAYMENT

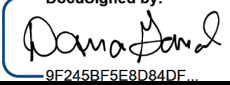
6 20. I understand the Settlement Agreement provides a service payment to me in the amount of
7 \$7,500.00 as a Class Representative, subject to the Court's approval, in an addition to my individual settlement
8 payment I will receive as a Class Member and Aggrieved Employee. I believe this award is fair compensation
9 to me for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial
10 risks I undertook with respect to agreeing to be a named Plaintiff in this case, including the negative impact
11 this role may have on my future employability. In addition, under the Settlement Agreement I have signed a
12 general release of any and all claims I have against Defendant, including a waiver of my rights under California
13 Civil Code section 1542.

14 21. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to search for
15 information online these days, I may face an increased risk that future employers will discover information
16 about this lawsuit and have a negative reaction to learning that I sued my former employer. For example, a
17 search of my name will reveal this class action, and as a result, many employers could forego hiring me, which
18 would make it harder for me to obtain future employment or change jobs for a better opportunity.

19 22. I have devoted a substantial amount of my time, both before this lawsuit was filed and during its
20 litigation, to ensure a fair result for the Class. This involved ongoing communications and participation with
21 my attorneys during the course of this litigation. In total, I believe I have spent roughly 35–40 hours
22 assisting my attorneys with this case.

23 23. I am glad I had the opportunity to represent the Class in this lawsuit and that I was able to recover
24 money for the Class through the proposed Settlement Agreement.

25 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true
26 and correct. Executed this 8/23/2023, at Riverside, California.

27 
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28 Dana Marie Ganal