

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY, LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff Andrew Zubia, on behalf of others similarly situated

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

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: May 26, 2023
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 manage the employment department within my firm where I am also a Partner. I represent Plaintiff Andrew Zubia in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 22 years in practice. Over the last 16 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 250 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future. In this regard, I’m attaching as **Exhibit “1”**
13 a list of over 130 resolved/settled class actions, collective actions and/or PAGA actions that I’ve
14 handled in the last 12 years. This list excludes currently active cases, as well as cases that I
15 handled prior to 2010.

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

23 5. I have tried two major class and PAGA cases against Fortune 100 companies over
24 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
25 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
26 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
27 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
28 the PAGA case was reversed and remanded.

1 6. Over the last several consecutive years, I have been selected by my peers as a
2 “Super Lawyer” in Employment Litigation.

3 **BRIEF SUMMARY OF THE SETTLEMENT**

4 7. As requested by the Court’s model form agreement, I hereby represent that I am
5 unaware of any other pending matter or action asserting claims that will be extinguished or
6 adversely affected by the Settlement, other than *Nuvia Quintanilla, Robert Bernardo, Julio*
7 *Jones v. P&G Distributing, LLC, Riverside Superior Court Cases CVRI2200217 and*
8 *CVRI2200510 (consolidated)*, which are cases that top-filed this action. Defendant has asked
9 the Riverside Superior Court to stay discovery in those cases pending final approval of this
10 settlement. Moreover, I have no personal or financial relationship with the Administrator.

11 8. Following a contested litigation process, Plaintiffs and Defendant (collectively,
12 the “Parties”) entered into a Class Action and PAGA Settlement Agreement based on the new
13 LA model agreement (the “Settlement Agreement” or “S.A.”), which is attached hereto as
14 **Exhibit 2**. To facilitate the Court’s review of the S.A., a redlined version is attached as
15 **Exhibit 3** showing the changes that were made to the model class and PAGA settlement
16 agreement.

17 9. The Settlement Agreement seeks to release and discharge Defendant from the
18 claims brought against it in exchange for Defendant’s agreement to pay \$3,750,000 on a non-
19 reversionary, non-claims made basis (each Class Member will receive his/her share of the Net
20 Settlement Amount without having to submit a claim form or take any action, except for those
21 who opt-out). Plaintiffs seek to represent a class of All current and former hourly, non-exempt
22 employees, who were directly hired and employed by P&G and worked at the P&G Facility in
23 Moreno Valley, California at any time during the Class Period. Under the terms of the
24 Settlement Agreement, Defendant will not oppose Plaintiffs Counsel’s application for a
25 reasonable award of attorney’s fees not to exceed \$1,250,000 (1/3 of the Gross Settlement
26 Amount), litigation expenses not to exceed \$30,000, Settlement Administrator Costs of
27 \$13,000, PAGA penalties of \$200,000 (with 75% to the LWDA and 25% to the Aggrieved
28 Employees on a pro rata basis), and a Service Payment of \$7,500 to each Plaintiff (“Class

Representative”). (S.A. ¶ 3.2 et seq.). After subtracting the agreed-upon deductions from the Settlement Amount, approximately \$2,227,000.00 will be available to pay the individual settlement amounts to approximately 850 Class Members who do not opt-out of the settlement, as follows:

<i>Gross Settlement Amount</i>	\$ 3,750,000.00
Attorneys’ Fees (1/3)	\$ 1,250,000.00
Litigation Costs (not to exceed)	\$ 30,000.00
Administrator Costs (not to exceed)	\$ 13,000.00
PAGA Penalties	\$ 200,000.00
Class Representative Service Awards (\$7500 each)	\$ 30,000.00
<i>Net Settlement Amount</i>	\$ 2,227,000.00

10. As set forth in the Settlement Agreement at ¶ 4.1, assuming approximately 850 total Class Members employed during the Class Period, each will receive approximately \$2,620 (\$2,227,000 / 850). Of course, the actual payment will be calculated on a pro-rata basis according to the number of Workweeks, with each Workweek having a value of approximately \$30.09 (\$2,227,000 / 74,000 total Workweeks). In addition, the Aggrieved Employees will receive a share of the \$50,000 PAGA Penalties (25% of the total \$200,000 PAGA allocation), calculated pro-rata based on the number of Workweeks worked during the PAGA Period.

11. Each Class Member will receive the Class Notice, explaining the nature of the case, and the process for participating, objecting and opting-out, and advising of his/her estimated settlement payment and the number of Workweeks he/she is credited with working during the Class Period (attached to the Settlement Agreement as Exhibit “A”).

PROCEDURAL BACKGROUND

12. My office and my co-counsel have performed considerable work and diligently investigated and prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant settlement fund for the benefit of the Class. We efficiently communicated and exchanged information informally with Defense counsel which enabled the parties to successfully settle the case. Because of the risks involved in litigating the case and the contested legal and factual issues, we believe this settlement to be fair, reasonable, and adequate.

1 13. After being retained by Plaintiff Andrew Zubia, we sent a letter to Defendant
2 requesting the production of Plaintiff's personnel and timekeeping records in order to further
3 evaluate his wage and hour claims. On August 14, 2020, we submitted a letter to the California
4 Labor Workforce Development Agency (the "LWDA") for civil penalties under the Private
5 Attorney General Act of 2004 (the "PAGA"), which is attached hereto as **Exhibit 4**. The LWDA
6 ultimately declined to assert jurisdiction over the PAGA, thereby giving Plaintiff Zubia the right
7 to bring PAGA claims. On November 18, 2020, we filed a class action and PAGA action
8 complaint in Los Angeles County Superior Court

9 14. Defendant retained counsel and began to aggressively defend the case. In the fall
10 of 2021, Plaintiffs' counsel collectively entered into a joint prosecution and fee sharing
11 agreement, thereby coordinating and consolidating their efforts in the four related cases
12 (hereinafter, collectively referred to as the "Consolidated Action"). However, prior to engaging
13 in a contested class certification motion, counsel for the parties met and conferred and discussed
14 staying formal discovery in order to exchange informal discovery in preparation for mediation.
15 The Parties scheduled mediation with Hon. Carl West (Ret.).

16 15. In preparation for the mediation, the Parties informally exchanged documents and
17 information that allowed both sides to calculate the potential damages and evaluate potential risk,
18 including policies and procedures pertaining to each claim alleged, and statistics relating to the
19 number of current and former employees, number of shifts, weeks worked and other things.
20 Defendant also provided its written policies and practices and a robust sampling of payroll and
21 timekeeping records for Class Members for over 50,000 shifts worked. This information enabled
22 both parties to take a deep dive into the claims. Additionally, during this process, Plaintiffs and
23 their counsel analyzed, researched, and investigated the potential issues, including matters
24 related to the calculation of damages, trial, and appellate issues and risks. Plaintiffs also retained
25 an expert (Jarrett Gorlick of Berger Consulting Group) to perform a statistical analysis of the
26 claims and violations.

27 16. On March 30, 2022, Plaintiffs and Defendant participated in mediation presided
28 over by Judge Carl West (Ret.), but the matter did not resolve at mediation. Over the course of

1 the next 6 months, the Parties continued to exchange information and pursued ongoing
2 negotiations through Judge West. Ultimately, Judge West issued a mediator's proposal that
3 called for a global resolution of all pending actions and claims against Defendant and the filing
4 of the Consolidated Complaint in this Action. All Parties accepted the proposal on about
5 November 18, 2022, and entered into this Agreement.

6 **THE WAGE AND HOUR CLAIMS AND CLASS COUNSEL'S INVESTIGATION**

7 17. The putative Class in this case consists of approximately 850 similarly situated
8 Class Members. Defendant vigorously contested and denied the allegations on the merits and as
9 to the propriety of a class action or PAGA representative action on behalf of the putative class
10 and allegedly aggrieved employees.

11 18. Plaintiffs' primary claim was that Plaintiffs and the Class Members received
12 inaccurate and incomplete wage statements that failed to accurately state all necessary items
13 required under Labor Code § 226. Specifically, in addition to derivative claims, Defendants
14 directly violated Labor Code § 226 through their practice of failing to show the overtime rate of
15 pay and/or double overtime rate of pay.

16 19. Also, during their employment with Defendant, Plaintiffs allege that they were
17 denied compliant meal and rest periods. The sampling of timekeeping records produced by
18 Defendant in preparation for mediation showed 113,063 unique meal violations. In fact, Class
19 members were denied compliant meal periods on a significant percentage of total shifts worked
20 due to a variety of reasons, including no first meals for shifts of six hours or more,
21 short/interrupted/late meal periods and no second meal periods. Importantly, Defendants'
22 liability for these meal violations does not require any individualized inquiry; instead,
23 Defendants' objective records, which show the missed, late, and short meals, will establish
24 Defendants' certain liability for each violation. See *Donohue v. AMN Services, LLC* (Feb. 25,
25 2021) No. S253677, 2021 Cal. LEXIS 1294 (adopting the *Werdegar* presumption from *Brinker*
26 and holding that "time records showing noncompliant meal periods raise a rebuttable
27 presumption of meal period violations, including at the summary judgment stage"). In this
28 regard, Defendants produced its written policies and practices, which it argued show full

1 compliance with the law. As such, Defendants argued that these claims were without merit
2 because, for each violation, a fact-finder would have to determine why a break was
3 noncompliant/nonexistent, because if it was by the employee's choice, no liability attaches to the
4 Defendants.

5 20. Moreover, Plaintiffs allege they were not provided proper minimum and overtime
6 wages due to Defendants' failure to accurately record and compensate for all hours worked due
7 to employees being forced to undergo off-the-clock security checks, donning and doffing of PPE,
8 and COVID temperature checks and medical questionnaires, leading to unpaid minimum,
9 regular, and overtime wages. However, Defendants vehemently denied these allegations and
10 opposed these claims on the merits arguing that when they took over the facility in May 2019,
11 they moved the timeclocks to the gate entrances allowing employees to clock in prior to
12 undergoing any off-the-clock procedures. Moreover, Defendants argued against the propriety of
13 class certification under the circumstances.

14 21. Additionally, Defendants violation Labor Code § 2802 due to its policy of
15 requiring Plaintiffs and the Represented Employees to supply their own PPE necessitated by the
16 COVID pandemic. Again, Defendants denied that Plaintiffs were required to provide any of their
17 own PPE.

18 22. Plaintiff also alleged various other Class and PAGA claims, such as the failure to
19 reimburse business expenses, failure to timely pay all wages owed upon termination, and other
20 claims related to the alleged violations mentioned above. However, Defendants argued that
21 these other claims, as well as the "derivative" claims, have no merit.

22 **EVALUATION OF THE SETTLEMENT**

23 **Analysis of the Class Claims & Risk Adjusted Recoveries**

24 23. In preparation for mediation, Misty Lauby, a partner in my office, our co-counsel,
25 and I formulated a damages model and risk analysis based upon detailed data obtained through
26 informal discovery and information exchanges, and with the assistance of our expert. The
27 summary of the claims below is based on calculations by our expert and us, and the risks that we
28 potentially faced, giving significant credit to the defenses that Defendant raised or would likely

1 raise in further proceedings. Following the informal exchange and other information provided
2 by Defendant, we estimated the following data points through the date of mediation:

- 3 a. Excel spreadsheet including time records for all class members from May 1, 2019
4 through April 30, 2020 (233090 lines of data)
- 5 b. Excel spreadsheet including time records for all class members from May 1, 2020
6 through April 30, 2021 (256453 lines of data)
- 7 c. Excel spreadsheet including time records for all class members from May 1, 2021
8 through August 1, 2021 (58785 lines of data)
- 9 d. Excel spreadsheet containing the class list with hire dates, termination dates, wage
10 rate, and active/termination status
- 11 e. A PDF containing 225 pages of Plaintiff Zubia's employment records
- 12 f. A PDF containing 35 pages of Plaintiff Ganal's records
- 13 g. 76 pages of PDF P&G Policies
- 14 h. 1 page PDF of the Second Meal Period Waiver Form
- 15 i. 175 pages of Updated Pay Data for November 202 through July 2021
- 16 j. Excel spreadsheet of Pay Data (9286 lines of data)
- 17 k. Information provided by email from Defense counsel indicating number of class
18 members, number of wage statements reflecting overtime in the class period, number
19 of meal period premiums paid, average hourly pay, total number of PAGA
20 employees, and total number of former employees.

21 24. The sampling of payroll and timekeeping records is statistically reliable since it
22 was compiled and provided on a randomized basis by defense counsel. Thus, the randomized
23 nature of the sampling reflects a reliable source of information, free from sampling biases.
24 Additionally, the sampling is/was undoubtedly reliable since Defendants produced thousands of
25 pages of documents and over 557,614 rows of data which covered approximately 20% of the
26 Class and workweeks. My firm then used an expert, Jarrett Gorlick of Berger Consulting, to
27 review and analyze the data, and he raised no issues with the statistical reliability of the data.
28 From these metrics, and when factoring in claim certification probabilities and liability

probabilities, we formulated detailed damages models to value the claims in preparation for mediation and to reach a realistic and reasonable resolution. From these metrics, and when factoring in claim certification probabilities and liability probabilities, we formulated detailed damages models to value the claims in preparation for mediation and to reach a realistic and reasonable resolution.

Wage Statement Claims

25. Plaintiffs' strongest claim by far was that Defendant failed to provide accurate itemized wage statements in compliance with Labor Code § 226 for its failure to provided wage statements with the overtime and double overtime rates of pay and time making it impossible for Plaintiffs and employees to determine whether they were paid correctly.

26. At mediation, Defendant denied that the wage statements provided were improper and that the overtime rate issues would only affect paystubs during pay periods where overtime was worked.

27. Plaintiffs calculated the maximum potential value of this claim as \$2,352,400 based on approximately 35,818 non-compliant paystub, which factors in the \$4,000 cap per employee under Section 226. Plaintiffs assigned a risk adjusted discount of 5% that the class would not be certified and a 25% discount on the merits for a total risk-adjusted value of \$1,564,346.

28. Plaintiffs' PAGA claim for wage statement violations had a maximum value of \$3,581,800 (35,818 PAGA pay periods x \$100). While Plaintiffs believe that a similar risk analysis applies as discussed above, Plaintiffs further anticipate that Defendant would push the Court to use its discretion to substantially reduce the PAGA claim to avoid a double recovery and/or stacking. Based on these arguments, Plaintiffs applied an 80% discount on the PAGA claims, resulting in a risk adjusted value of \$716,360.

Meal and Rest Break Claims

29. Plaintiffs also alleged meal and rest break claims against Defendant. Plaintiffs' consultant analyzed the time records and found 113,063 unique meal period violations amounting to \$2,335,881 in class damages for meal periods (113,063 x \$20.66 avg. rate of pay).

1 Because there are no time records for rest periods, Plaintiffs estimated a 50% violation rate on all
2 shifts over 3.5 hours. Plaintiffs' consultant found that there were 288,662 shifts over 3.5 hours
3 multiplied by 50% for an estimated 144,331 violation multiplied by the average rate of pay of
4 \$20.66 to arrive at a maximum value of \$2,981,878.

5 30. However, these calculations do not account for various risks and defenses. For
6 instance, Defendant strongly disputed that Plaintiffs could obtain class certification, arguing a
7 lack of commonality of the legal claims and injuries. Defendant further argued that it complied
8 with the applicable law and that any purported deviations therefrom were individualized in
9 nature, thereby limiting Plaintiffs' ability to certify the class. While Plaintiffs assert that this is a
10 suitable case for certification, they realize that there is always a significant risk associated with
11 class certification proceedings, which could significantly limit the claims that they could pursue
12 on a class basis. Moreover, Defendant argued that when it took over the facility in May 2019,
13 they implemented new policies including policies that gave the employees 15 minutes for rest
14 breaks and 4 additional minutes for walking time which, if properly implemented, undermined
15 Plaintiffs' rest break theories.

16 31. Plaintiffs applied a 50% discount for risk at class certification plus a 50%
17 discount for risk on the merits, resulting in a risk adjusted value of \$583,970 to the meal claims.
18 Applying the same discounts on the rest break claims, the risk-adjusted value is \$745,470.

19 32. As for the PAGA claims, based on the same risk factors in addition to potential
20 risk associated with stacking of PAGA penalties, Plaintiffs assigned a 75% violation rate and a
21 75% risk adjustment to both meal and rest claims and assigned the risk-adjusted value of the
22 related PAGA meal claims at \$671,587 (26,863.50 pay periods x \$100 = \$2,686,350 - 75%
23 discount), plus \$671,587 for rest breaks.

24 **Failure to Pay Wages**

25 33. Plaintiffs allege that Defendant employed policies and practices that required
26 employees to work off the clock without compensation. Plaintiff estimated that the maximum
27 potential value of this claim was \$719,411 in unpaid wages based on an estimated 2 minutes of
28 unpaid time per shift prior to March 1, 2020 and 5 minutes of unpaid time when COVID

1 protocols were implemented for the 35,818 pay periods at \$20.66 average rate of pay.

2 34. At mediation, Defendant argued that employees were not required to work off-
3 the-clock and that this claim could not be certified due to the individualized nature of the proof.
4 As a result, Plaintiffs applied a combined 50% discount for risk at class certification and on the
5 merits, resulting in a risk adjusted value of \$359,706.

6 35. Plaintiffs also pursued PAGA claims based on the same theory of liability and
7 calculated a risk adjusted total is for these claims is \$895,450 ($35,818 \times \$100 = \$3,581,800 -$
8 75%).

9 **Failure to Reimburse Business Expenses Claims**

10 36. Plaintiffs also alleged that Defendants violated Labor Code § 2802 each pay
11 period when it failed to reimburse for PPE provided by the employees. Defendants argued that
12 PPE employees were not required to provide their own PPE. The maximum value for this claim
13 was estimated at \$181,720 (\$10 per month per employee) with a risk adjustment of 75% for a
14 total risk adjusted value of \$45,430. Plaintiff pursued business expenses related PAGA claims
15 and calculated a risk adjusted value of \$447,725 ($35818 \text{ pay periods} \times \$100 - 75\% \text{ risk}$
16 adjustment).

17 **Failure to Timely Pay Wages Each Pay Period and Upon Separation of Employment**

18 37. Additionally, Plaintiff alleged that Defendant failed to timely pay all wages owed
19 to the Class Members upon separation of employment. Based on this theory of liability, Plaintiff
20 calculated the maximum waiting time penalties to be \$1,814,774 based on 305 former employees
21 $\times 9.6 \text{ average hours per day} \times \$20.66 \text{ average hourly rate} \times 30$.

22 38. Defendant argued that it would defeat Plaintiffs' unpaid wage claims and, because
23 the waiting time penalty claims were derivative of the unpaid wages, Plaintiffs' Labor Code §
24 203 would fail.

25 39. Therefore, Plaintiffs applied a combined 50% discount for risk at class
26 certification and on the merits, resulting in a risk adjusted value of \$907,388.

27 40. Furthermore, because the related PAGA penalties assumes only one violation for
28 each former employee multiplied by \$100, the value of the PAGA penalties was estimated at

1 \$76,000 (76 formers during the PAGA period) with a risk adjustment of 75% for a total risk
2 adjusted value of \$19,000.

3 41. In sum, when factoring in the defenses and risks of ongoing litigation, Plaintiffs
4 estimate the risk-adjusted class recovery as follows:

5	• Wage Statements (LC 226)	\$ 1,564,346
6	• Rest Breaks (LC 226.7, 512)	\$ 745,470
7	• Meal Periods (LC 226.7, 512)	\$ 583,970
8	• Unpaid Wages (LC 200, 510, 1194, etc.)	\$ 359,706
9	• Unreimbursed Expenses (LC 2802)	\$ 45,430
10	• Waiting Time Penalties (LC 203)	<u>\$ 907,388</u>
11	Total	\$ 4,206,310

12 The reasonableness of the Settlement is apparent from the fact that the proposed
13 Settlement is greater than the risk-adjusted class damages calculation. For these reasons, the
14 Partis submit that the agreed-upon Settlement is fair and reasonable.

15 **Analysis of the PAGA Claims & Risk Adjusted Recoveries**

16 42. Following the informal exchange and other information provided by Defendant,
17 we estimated the following data points for the PAGA claims through the date of mediation: A
18 total of 767 Aggrieved Employees and 76 former Aggrieved Employees during the PAGA period
19 through mediation, and 35,818 total pay periods during the PAGA period.

20 43. While the PAGA civil penalty would have a maximum value in the eight figures,
21 this figure fails to acknowledge that courts have wide latitude to reduce the civil penalties “based
22 on the facts and circumstances of a particular case” and if “to do otherwise would result in an
23 award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2).
24 Moreover, Defendant argued against the merits of the underlying claims and particularly that the
25 “willfulness” standard and/or “good faith” defenses mitigated the civil penalty claims and
26 rendered any such penalties as uncertain. Defendant also argued that it is improper to stack civil
27 penalty claims on top of the underlying claim. As a result, Defendants argued that Plaintiffs
28 would not be entitled to recover more than one civil penalty per pay period per employee

(regardless of whether there was one Labor Code violation or five) because this is improper “stacking.”

44. Plaintiff calculated the maximum penalty for the 35,818 PAGA pay periods at \$17,985,000 as follows:

• Wage Statements (3,674 x \$100)	\$ 3,581,800
• Rest Breaks (26,863.50 pp x \$100)	\$ 2,686,350
• Meals (26,863.50 pp x \$100)	\$ 2,686,350
• Wages (35,818 x \$100)	\$ 3,581,800
• 204 Late Payments	\$ 3,581,800
• 203 (76 former employees x \$100)	\$ 76,000
• Business Expenses (50% of pp x \$100)	<u>\$ 1,790,900</u>
Total	\$ 17,985,000

45. Plaintiffs applied a 75% risk adjustment to each PAGA claim based on the various defenses for an adjusted value of \$4,496,250.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

46. The settlement was the product of extensive arm’s length negotiations, facilitated by an experienced mediator. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although we believed that there was a possibility of certifying the claims, we recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

47. The settlement will result in a fair payment to each class member based on the percentage of Weeks Worked by each Class Member during the Class Period. As set forth hereinabove, Plaintiffs and their counsel have diligently investigated the claims and defenses on behalf of the Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys’ fees and costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the

benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the Class, and is a fair and reasonable resolution of the claims alleged.

48. Plaintiffs' counsel brought to bear a great deal of experience in negotiating the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in the necessary discovery and investigation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g. documents pertaining to Defendant's policies and procedures, personnel documents, among others), and conducted an extensive analysis of the detailed class-wide data provided by Defendant.

49. Based on my experience in other cases, including wage and hour matters, I believe I am qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each class member is reasonable, fair, and adequate, and a settlement at this time is in the best interests of the class. The settlement provides each class member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

50. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the settlement as set forth in the abovementioned Settlement Agreement.

51. Of course, the settlement amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant's asserted defense. Nevertheless, the settlement provides for fair and adequate payments to the class members, with no reversion to Defendant.

PLAINTIFF'S REQUESTED ENHANCEMENT PAYMENT

52. Plaintiffs seek an enhancement payment of \$7,500 each for their service to the class, which I believe is fair and warranted, especially in light of the Gross Settlement Amount. Plaintiffs came forward in an effort to effectuate a policy and practice change that benefitted all other Class Members, and to recover unpaid wages. As set forth in their declarations, they assumed significant risk in bringing this litigation—namely, had they lost, they could have been ordered to pay Defendant's costs.

1 53. Plaintiff Zubia provided invaluable assistance to my office and the Class in this
2 case, including providing factual background for the Class Complaint; reviewing the litigation
3 documents; providing information and documents about Defendant's policies and practices;
4 participating in phone calls to discuss litigation and settlement strategy; and reviewing the
5 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal
6 benefit.

7 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
8 **REQUESTED FEES AND COSTS**

9 54. As set forth above, I have handled over 250 class and representative actions, have
10 been appointed as class counsel and have successfully resolved over half of those cases, and
11 many others remain pending and will successfully resolve in the future.

12 55. When this case was taken on a contingency fee basis, with my firm agreeing to
13 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
14 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
15 and mediation costs. There was never a guarantee that we would recoup those expenditures.

16 56. It is my experience that attorney fee awards of one-third of a common fund
17 settlement is the standard in California. In this case, Plaintiffs' counsel agreed to seek one-third
18 of the Settlement Amount for attorneys' fees. Defendant does not oppose this fee request. The
19 fee is further warranted because it is within the range of reasonableness typically awarded in
20 class actions. The costs are reasonably capped at \$30,000 for all Class Counsel, and will be
21 based on the actual amount of costs incurred at the time of final approval.

22 **SETTLEMENT ADMINISTRATOR**

23 57. The parties request that the Court appoint Phoenix Settlement Administrators to
24 serve as the Settlement Administrator. Phoenix is experienced in administering class action
25 settlements, and has provided a proposal to administer this settlement for a total of \$13,000.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

59. A list of over 130 resolved/settled class actions, collective actions and/or PAGA actions that I've handled in the last 10 years is attached as Exhibit "1." This list excludes currently active (non-settled) cases, as well as cases that I handled prior to 2010.

60. The fully signed Settlement Agreement is attached as Exhibit “2.” A redline version showing the changes made to the model agreement is attached as Exhibit “3.”

62. The LWDA's confirmation of receipt of this Motion, Declarations and exhibits is attached hereto as Exhibit "5."

64. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representatives.

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

EXHIBIT “1”

Completed Class/Collective/PAGA Cases		
Case Name	Venue	Case Number
Acevedo v. DCH	Los Angeles	JCCP No. 4833
Aguirre v. DirecTV	USDC	2:16-cv-06836
Aguirre v. WellQuest	Los Angeles	19STCV15699
Angulo v. CCX2931, et al.	Los Angeles	BC717320
Antuna v. GATX	San Bernardino	CIVDS1928516
Arevalos v. Americor	Orange	30-2019-01068606
Arroyo v. Hardin Automotive	Orange	30-2013-00648090
Arroyo v. Riverside Auto	Riverside	RIC1200257
Bass v. Southern Refrigerated	San Bernardino	CIVDS1705054
Beard v. Certified Tire	Riverside	RIC1816800
Biggart vs. Creative Comm	San Bernardino	CIVDS1920394
Blanco v. Savage BMW	San Bernardino	CIVRS1200316
Bomar v. Gra-Gar	San Bernardino	CIVDS1618056
Boyd v. May Trucking	USDC	5:17-cv-02166
Bradley v. Amphastar	San Bernardino	CIVDS1607456
Brewer v. Connell Chevrolet	Orange	30-2013-00852123
Carr v. K&B Electric	Riverside	RIC1904970
Carrillo v. Blu-Sky	San Bernardino	CIVSB2105793
Cassidy v. Pep Boys	San Diego	37-2017-00038364
Castelo v. Millemiaaero	San Bernardino	CIVDS1825783
Castner v. Jessup Brothers	Riverside	INC10009311
Castner v. Palm Sprins Motors	Riverside	INC10009313
Castner v. VIP Motor Cars	Riverside	INC1102993
Cedano v. McPeck	Orange	30-2013-00648284
Chang v. FWL	Los Angeles	BC625531
Collado v. Intelligrated Systems	San Bernardino	CIVDS1506443
Constante v. Eddie's Trucking	San Bernardino	CIVDS1902466
Coronado v. Global One	San Bernardino	CIVDS1606686
Cortez v. DMA Enterprises	Ventura	56-2010-00366970
Cosey v. H&IC Bros.	San Bernardino	CIVDS1711425
Cruz v. Sterling	Orange	30-2016-00864990
Cuevas v. Adesa	Riverside	RIC1507066
Cuevas v. FHI	Riverside	RIC1713814
Davila v. Keyes Motors. Inc.	Los Angeles	BC497604
Delara v. Indio Pontiac	Riverside	PSC1301916
DePeralta v. Genesis Healthcare	Los Angeles	BC552963
Diaz v. Legacy Tile	Riverside	CVRI2104520
Elizarraras v. Future Foam	Orange	30-2020-01152286
Estrada v. Eco Shield	San Bernardino	CIVDS1821895
Estrada v. MVT	San Bernardino	CIVDS1620885
Estrada v. Ventura Foods	San Bernardino	CIVDS1903407
Estrada v. Witron	San Bernardino	CIVDS1719080
Evans v. Neovia	San Bernardino	CIVDS1806659
Figuerola v. Mossy Ford	San Diego	37-2014-00028426
Fimbres v. Vons	Riverside	RIC1904892

Finger v. PRH	Riverside	CVRI2101956
Galdamez v. Rush Truck Center	Los Angeles	BC528888
Gallardo v. Tee For 2	San Bernardino	CIVDS1719564
Garcia v. Coach	USDC	5:18-cv-01537
Garcia v. Harkins	USDC	5:18-cv-02314
Garcia v. Macy's	San Bernardino	CIVDS1516007
Gharavi v. Censeo Health	San Bernardino	CIVDS1906608
Gieling v. BSRO Retail Operations	Los Angeles	JCCP 4638
Gomez v. Goldmax	Orange	30-2012-00577321
Guzman v. Deckers	Riverside	CVRI2100707
Haney v. JPI Development	Riverside	RIC537695
Hernandez v. Astro	San Bernardino	CIVDS2011280
Hernandez v. CPS Southwest	Orange	30-2018-00987834
Hernandez v. Cryogenic	San Bernardino	CIVDS1612524
Hernandez v. Jack B. Kelley	San Bernardino	CIVDS1704346
Hernandez v. Walmart	USDC	5:17-cv-01415
Hill v. Amazon	Riverside	RIC1614641
Iversen v. Kelle's	San Diego	37-2016-00013606
Iversen v. Toyota of Orange	Orange	30-2013-00665366
Labra v. Sutter	Los Angeles	20STCV18751
Lara Diaz v. Shamrock	Riverside	RIC2004126
Legorreta v. Paradise	Riverside	RIC1723591
Leon v. Adcomm	San Bernardino	CIVDS1832675
Leon v. Gordon Trucking	San Bernardino	CIVDS1511918
Lepe v. Big Lots	San Bernardino	CIVDS1825693
Libby v. Psycare	San Diego	37-2019-00030656
Lopez Munoz v. Pentair	Ventura	56-2019-00525013
Lopez v. Care Funeral Services	San Bernardino	CIVDS1305650
Lopez v. Heartland	Riverside	RIC1901461
Lopez v. JBGC	San Bernardino	CIVDS2013277
Lopez v. Ramona Tire	Riverside	INC1208982
Lopez v. Unicars, Inc.	ARB	13-5105
Lupercio v. Access Exterminator	San Bernardino	CIVDS1921036
Lynn v. Wild Rocket	ADR	09-6908-
Macias v. Team Nissan	Ventura	56-2013-00431856
Marquez v. SharkNinja	San Bernardino	CIVDS1700491
Martinez v. Baxalta	Los Angeles	BC705969
McCulloch v. The Gill	Los Angeles	BC722742
Medina v. Citistaff Solutions	Riverside	RIC1500664
Mejia v. Mossberg	San Bernardino	CIVDS1724635
Melena v. Andy Frain	Orange	CIVDS1901476
Micheal v. BMW of Riverside	Riverside	RIC1201709
Micheal v. Mercedes Benz	ARB	A196865-27
Mitchell v. American Residential Services	Riverside	RIC1709360
Montano v. Honda Cars of Corona	Riverside	RIC1608165
Moody v. Dura	San Bernardino	CIVDS2008887
Moody v. National Distribution	Riverside	RIC1905953
Moreno v. JJ Kane	Riverside	CVRI2101236

Nelson v. Rancho Santa Margarita Motors	Orange	30-2016-00845005
Ollarsaba v. Pumpman	San Bernardino	CIVDS2008889
Ortiz v. Quick Care	San Bernardino	CIVDS1610143
Palmer vs. Charter Hospice	San Bernardino	CIVDS2013037
Pearson v. PSF Trucking	Kern	BCV-17-102520
Pena v. SA Recycling	Riverside	RIC1610639
Perez v. Staffmark	Riverside	MCC1401137
Pham v. MVVT	Orange	30-2013-00661705
Pollock v. Wynden Stark	Los Angeles	19STCV24217
Pompa v. Landforce	San Bernardino	CIVDS1700451
Pompa v. Russo Brothers	Sacramento	30-2017-00207703
Pompa v. Unicars, Inc.	Riverside	INC1207208
Poulin v. Dignity Health	San Bernardino	CIVDS1515101
Purvis v. Honeywell	Riverside	RIC10010156
Reddall v. Quest Diagnostics	USDC	13-2099
Redman v. Zenith	San Bernardino	CIVDS1826759
Reed v. Beach City	Orange	30-2018-00989665
Reed v. Thousand Oaks Toyota	Ventura	56-2012-00419282
Robertson v. All Care Home Health	Los Angeles	20STCV18318
Romero v. RHI, Inc.	Los Angeles	BC528035
Rossello v. Ontario T	San Bernardino	CIVDS1415708
Ruiz v. Mountain View Tires	San Bernardino	CIVRS1206400
Ruiz v. Unity Courier	Los Angeles	BC724435
Sacks v. Natural Energy	Riverside	RIC1816789
Sandoval v. National Seating	San Bernardino	CIVDS1721797
Santos v. WestRock	San Benito	CU-18-00074
Sebastian v. Sprint	USDC	8:18-cv-00757
Sewell v. Imedris Data Corp	San Bernardino	CIVDS1401836
Solis v. Palo Verde Health Care	Riverside	INC10009315
Sowle v. Sherpaul	Riverside	RIC2002410
St. Amand v. Hendrickson	San Bernardino	CIVDS1617165
Stafford v. GOSCH Auto	Riverside	RIC1814300
Stinson v. Pacific Production Plumbing	San Bernardino	CIVDS1721708
Stock v. Atwood & Andrews, Inc.	Riverside	MCC1400665
Torres v. ePac	San Bernardino	CIVDS2017140
Torres v. Xerxes	Orange	30-2019-01095537
Vaughner v. FST Services	San Bernardino	CIVDS1830784
Venegas v. Ross Nissan	Los Angeles	BC694099
White v. Westin	Riverside	PSC1404641
Williamson v. APEX	San Bernardino	CIVDS2000708
Woods vs. Just In Time Cargo	San Bernardino	CIVDS2000750
Wright v. Bob Stall Chevrolet	San Diego	37-2017-00010598

EXHIBIT “2”

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

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.

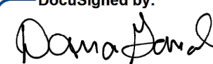
Dated: February __, 2023

PLAINTIFF

ANDREW ZUBIA

Dated: February __, 2023
2/27/2023

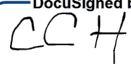
PLAINTIFF

DocuSigned by:

9F245BF5E8D84DF...

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

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 ___, 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

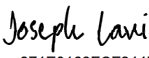
CLASS COUNSEL:
MOON & YANG, APC



KANE MOON
ALLEN V. FEGHALI
EDWIN KAMARZARIAN

Dated: February __, 2023
February 28, 2023

CLASS COUNSEL:
LAVI & EBRAHIMIAN, LLP

DocuSigned by:

874E0169FCF244D...
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

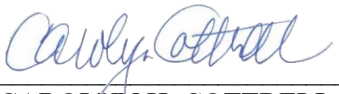
Dated: February ___, 2023

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:

874E0169FCF244D...
JOSEPH LAVI
VINCENT C. GRANBERRY

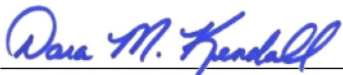
Dated: February __, 2023

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 “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Zubia et al. v. The Procter & Gamble Distributing LLC

(Los Angeles Superior Court, Case No. 20STCV44506)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

Attention: All current and former hourly, non-exempt employees who were directly hired and employed by The Procter & Gamble Distributing LLC (“P&G”) and worked at the P&G Facility in Moreno Valley, California at any time from May 1, 2019 to May 29, 2022 (the “Class Period,” you are a Class Member in a class action settlement. (Note: Individuals who worked at the P&G Facility in Moreno Valley outside of the Class Period above and individuals assigned to work at the P&G as a temp employee are not included as Class Members).

You may be eligible to receive money as a Class Member in a class action lawsuit (“Action”) against Defendant P&G for alleged wage and hour violations. The Action was filed by four Plaintiffs and Class Representatives, who have joined forces, and seek payment of unpaid wages, statutory damages, interest and attorneys’ fees on behalf of all Class Members (defined above). Additionally, the Action seek civil penalties under the California Private Attorney General Act (“PAGA”) for the same group who were employed by P&G and worked at the P&G Facility in Moreno Valley during the PAGA Period (November 18, 2019 to May 29, 2022), who are referred to as “Aggrieved Employees.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant P&G to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant P&G to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Weeks you are credited with working during the Class Period and PAGA Period, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

If you believe that you worked more Work Weeks during either period than Defendant's records show, you can submit a challenge by the **DATE**, 2023 (the "Response Deadline"). See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you were employed by Defendant P&G during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) RESPONSE DEADLINE: DATE, 2023	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT RESPONSE DEADLINE: DATE, 2023	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are

	unreasonable. See Section 7 of this Notice.
DISPUTE YOUR PAY PERIODS WORKED RESPONSE DEADLINE: , 2023	If you believe that your number of Weeks Worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Weeks you worked during the Class Period and how many Weeks you worked during the PAGA Period, respectively. The number you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED	
DATE: , 2023 TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs and Class Representatives Andrew Zubia, Dana Marie Ganal, Christian Hernandez and Michael Woods are current or former employees of P&G. The Action accuses Defendant P&G of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by attorneys from several law firms who have joined forces in the Action ("Class Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing

to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant P&G Will Pay \$3,750,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 45 days after the Judgment is entered by the Court and the Settlement becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,250,000 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 each to Plaintiffs Andrew Zubia, Dana Marie Ganal, Christian Hernandez and Michael Woods as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive from the Settlement other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$13,000 to the Administrator for services administering the Settlement.

- D. Up to \$200,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked.
 - E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.
 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 33.3% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.7% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant. Section 9 of this Notice has the

Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Weeks Worked, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

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; and (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.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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 the number of Weeks Worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$50,000 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.
3. Pay Period Challenges. The number of weeks you worked during the Class Period as recorded in Defendant’s records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Weeks Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Weeks Worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Weeks Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Zubia v. P&G*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website INSERT URL or the Court's website INSERT URL.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Zubia v. P&G* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your

objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **INSERT DATE** at **INSERT TIME** in Department **XX** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **INSERT URL** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity)'s website at **INSERT URL**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV44506. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

<u>Class Counsel:</u>
Brian Mankin, Esq. <i>brian@lmlfirm.com</i> Misty Lauby, Esq. <i>misty@lmlfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

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

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

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

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

<u>Settlement Administrator:</u>
Name Email Address Mailing Address Telephone Number Fax Number Case URL

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “3”

~~[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE~~

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff _____ ("Plaintiff") Plaintiffs Andrew Zubia, Dana Marie Ganai, Christian Hernandez, and defendant XYZ _____

_____ ("XYZ") Michael Woods and Defendant The Agreement refers to Plaintiff and XYZ 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 Plaintiff's lawsuit alleging 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 Ganai v. Procter & Gamble Distributing LLC* (Riverside County Superior Court Case No. CVRI2102272 ("Ganai 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 XYZ captioned _____ initiated on _____ and 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.

~~1.4.1.5.~~ "Aggrieved Employee" means ~~fe.g., a person~~ all current and former hourly, non-exempt employees, who were directly hired and employed by XYZ P&G and worked at the P&G Facility in Moreno Valley, California and classified as a _____ who worked for XYZ at any time during the PAGA Period. Aggrieved Employees may not exclude themselves from receipt of the PAGA Penalties.

~~1.5.1.6.~~ "Class" consists of means ~~define class e.g., all persons~~ all current and former hourly, non-exempt employees, who were directly hired and employed by XYZ P&G and

Formatted: Header

Formatted

... [1]

Formatted

... [2]

Formatted: Centered, Indent: Left: 0", First line: 0", Right: -0.02"

Formatted

... [3]

Formatted

... [4]

Formatted: Indent: First line: 0.5", Right: 0.49", Space Before: 14.5 pt, Tab stops: 3.59", Left + Not at 2.42"

Formatted

... [5]

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 0.63"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 0.63"

Formatted

... [6]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [7]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: List Paragraph, Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [8]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted

... [9]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 0.63"

Formatted: Header

~~worked at the P&G Facility in Moreno Valley, California and classified as _____ who worked for XYZ at any time during the Class Period]. The "Class" excludes temp employees assigned to work at the P&G Facility.~~

Formatted

... [10]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

~~1.6. "Class Counsel" means _____.~~

~~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").~~

~~1.7.1.8. "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.~~

Formatted

... [11]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 0.63"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 0.63"

~~1.8.1.9. "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 XYZ's 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 Workweeks and PAGA Pay Periods Period.~~

Formatted

... [12]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

~~1.9.1.10. "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).~~

Formatted

... [13]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available~~

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [14]

1.11. 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.

1.11. —“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, court approved notice of class action settlement to be

1.12. mailed to Class Members in English [with and Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

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

1.13.1.14. —“Class RepresentativeRepresentatives” means the named PlaintiffPlaintiffs in the operative complaintConsolidated Complaint in the Action seeking Court approval to serve as a Class RepresentativeRepresentatives.

1.14.1.15. —“Class Representative Service Payment” means the payment to the Class RepresentativeRepresentatives 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 Ganai 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.

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

1.16.1.18. —“XYZ” means named Defendant — (“P&G”) means The Procter & Gamble Distributing LLC.

1.17.1.19. —“Defense Counsel” means — Jackson Lewis P.C.

1.18. —“Effective Date” means the date by when both of the following have occurred:

1.20. (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.

Formatted: Header

Formatted

Formatted: List Paragraph, Left, Indent: Left: 0", First line: 0.5", Right: 0.39", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left + 1.08", Left + 1.08", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.21", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left + 1.08", Left + 1.08", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted

Formatted: List Paragraph

Formatted

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted: Not Expanded by / Condensed by

Formatted

Formatted

Formatted

Formatted

Formatted: List Paragraph

Formatted: Header

~~1.19.1.22.~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

Formatted

... [27]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.20.1.23.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

~~1.21.1.24.~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

Formatted

... [28]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.22.~~ “Gross Settlement Amount” or “GSA” means \$~~3,750,000~~, which is the total amount ~~XYZ~~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

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [29]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [30]

1.25. PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service ~~Payment~~Payments, and the Administrator's Expenses.

1.23.1.26. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of ~~Workweeks~~ workedWeeks Worked during the Class Period.

1.24.1.27. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~ workedWeeks Worked during the PAGA Period.

1.25.1.28. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.28.1.31. "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 ~~Payment~~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.

1.29.1.32. "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.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.

1.31.1.33. "PAGA Period" means the period from ~~November 18, 2019~~ to ~~May 29, 2022~~.

1.32.1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

1.33.1.35. "PAGA Notice" means ~~Plaintiff's~~ letterPlaintiffs' letters to XYZDefendant and the LWDA ~~and Plaintiff's~~ letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd. (a)-(c), including: (a) Plaintiff Zubia's August 14, 2020 letter, (b) Plaintiff Ganai'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.

Formatted: Header

Formatted: Font: 12 pt

Formatted ... [31]

Formatted ... [32]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [33]

Formatted ... [34]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted ... [36]

Formatted ... [35]

Formatted ... [37]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [39]

Formatted ... [38]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [41]

Formatted ... [40]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [42]

Formatted: Not Expanded by / Condensed by

Formatted ... [43]

Formatted ... [44]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [46]

Formatted ... [45]

Formatted: Not Expanded by / Condensed by

Formatted: List Paragraph

Formatted ... [48]

Formatted ... [47]

Formatted ... [49]

Formatted ... [50]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [52]

Formatted ... [51]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted ... [53]

Formatted: Header

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

1.34.1.36. "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.

Formatted: Header

~~1.35-1.37.~~ “Participating Class Member” means ~~all Settlement Class MemberMembers~~ who ~~does not submit a valid and 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 from the Settlement.~~

Formatted

... [54]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.36-1.38.~~ “~~Plaintiff~~Plaintiffs” means ~~Andrew Zubia, Dana Marie Ganai, Christian Hernandez, and Michael Woods,~~ the named ~~plaintiff~~plaintiffs in the Consolidated Action.

Formatted

... [55]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [56]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.37-1.39.~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [57]

~~1.38-1.40.~~ “~~Preliminary Approval Order~~” means the ~~proposed~~ Order Granting Preliminary Approval and Approval of PAGA Settlement.

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.39-1.41.~~ “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [58]

~~1.40-1.42.~~ “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

~~1.41-1.43.~~ “Released Parties” means: ~~XYZ~~Defendant and each of ~~its~~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.~~

Formatted

... [59]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.42-1.44.~~ “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.

Formatted

... [60]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [61]

~~1.43-1.45.~~ “~~Response Deadline~~” means ~~[e.g., 60]~~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.

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

~~1.44-1.46.~~ “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

Formatted

... [62]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [63]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Font: 12 pt

Formatted: List Paragraph, Space Before: 0 pt

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.**

Formatted: Not Expanded by / Condensed by

2.1. On _____, 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 commenced this Woods also filed the Woods PAGA Action by filing a Complaint alleging causes in the County of action against XYZ Sacramento. In preparation for _____, [The Complaint is the operative complaint in the Action (the “Operative Complaint.”)] [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative

Formatted: Header

2.1. ~~Complaint.”]~~ XYZmediation, Plaintiffs agreed to proceed as a Consolidated Action. Defendant denies the allegations in the ~~OperativeConsolidated~~ Complaint, ~~deniesdeny~~ any failure to comply with the laws identified in in the ~~OperativeConsolidated~~ Complaint and ~~deniesdeny~~ any and all liability for the causes of action alleged.

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.09", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left + 2.1", Left + 2.49", Left + 5.9", Left + 6.53", Left

Formatted

... [64]

Formatted: List Paragraph

Formatted

... [65]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

2.2. Pursuant to Labor Code section 2699.3, subd.(a), PlaintiffPlaintiffs gave timely written notice to XYZDefendant 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 _____ (type in additional dates), [the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action (describe alternative means of negotiation). _____ (describe alternative means of negotiation)

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, PlaintiffPlaintiffs obtained, through

Formatted

... [66]

2.4. ☐ formal ☐and informal discovery, ~~(documents, testimony and information obtained)~~ 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*").

Formatted

... [67]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left

Formatted

... [68]

Formatted

... [69]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [70]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

2.5. The Court ☐has ☐has not granted class certification.
(insert details as needed)

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).

Formatted

... [71]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

3. MONETARY TERMS.

Formatted: Not Expanded by / Condensed by

Formatted: Header

3.1. ~~_____ Gross Settlement Amount. Except as otherwise~~
provided by Paragraph 9 below, ~~XYZ promises Defendant agrees~~ to pay \$~~— and no~~
~~more~~ 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. ~~— XYZ. 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 ~~XYZ 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 Plaintiff Plaintiffs; Class Representative Service Payment Payments~~
to the Class ~~Representative Representatives~~ of not more than \$~~_____ 7,500 each~~
(in addition to any Individual Class Payment ~~—~~ and any Individual PAGA
Payment) ~~the Class Representative is~~

Formatted

... [72]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

3.2.1. Representatives are entitled to receive as a Participating Class Member).
~~XYZMembers and Aggrieved Employees).~~ Defendant will not oppose
~~Plaintiff's~~Plaintiffs' request for a Class Representative Service ~~Payment~~Payments that
~~does not exceed this amount~~\$7,500 each. As part of the motion for Class Counsel
 Fees Payment and Class Litigation Expenses Payment, ~~Plaintiff~~Plaintiffs will seek
 Court approval for any Class Representative Service Payments no later than ~~16~~
 court1 days prior to the Final Approval Hearing. If the Court approves ~~at 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, ~~Plaintiff~~
~~assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on
 the Class Representative Service Payment.

Formatted: Header

Formatted

... [74]

Formatted: List Paragraph, Indent: Left: 0.58", Hanging: 0.35", Right: 0.09", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left + 4.36",

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 \$~~—XYZ30,000~~.
 Defendant will not oppose requests for these payments provided that do not exceed
 these amounts. ~~Plaintiff~~Plaintiffs and/or Class Counsel will file a motion for Class
 Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~16~~
 court1 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 ~~Plaintiff's~~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
~~holds XYZ~~hold Defendant harmless, and indemnifies ~~XYZ~~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.

Formatted

... [75]

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
 3.2.3. \$~~—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.

Formatted

... [76]

Formatted

... [77]

Formatted: List Paragraph, Indent: Left: 0.58", Hanging: 0.35", Right: 0.09", Space Before: 0.05 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left + Not at 2.18" + 3.42"

Formatted: Font: 12 pt

Formatted

... [78]

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 ~~Workweeks~~
~~worked~~Weeks Worked by all Participating Class Members during the Class Period
 and (b) multiplying the result by each Participating Class Member's Weeks
 Worked.
 (b) multiplying the result by each Participating Class Member's Workweeks.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

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 Portions are Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The % The remaining two-thirds (66.7%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

3.2.4.1. ~~“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%~~

~~3.2.5. (\$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 ~~PAGA Period Pay Periods worked~~ Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s ~~PAGA Period Pay Periods~~ 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 ~~allocate the remainder to 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. ~~Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks, and _____ of Aggrieved Employees who worked a total _____ of PAGA Pay Periods.~~

4.1. _____ Weeks Worked. See Paragraph 9 below.

4.2. ~~Class Data. Not later than [e.g., 15] business days after the Court grants Preliminary Approval of the Settlement, XYZ Defendant will simultaneously 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. XYZ Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class~~

Formatted: Header

Formatted

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.5", Right: 0.09", Space Before: 0 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.03" + Indent at: 1.28", Tab stops: 1", Left + 2.05", Left + 2.08", Left + 2.08", Left + 5.93", Left

Formatted

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted

Formatted

Formatted: Font: 12 pt

Formatted: List Paragraph, Indent: Left: 0.58", Hanging: 0.35", Right: 0.09", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left + 2.36",

Formatted

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

Formatted: Indent: Left: 1", Hanging: 0.5", Right: 0", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.03" + Indent at: 1.28", Tab stops: 1", Left

Formatted

Formatted

Formatted

Formatted

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.33"

Formatted: Font: 12 pt

Formatted

~~memberClass~~ Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ~~ Defendant must send the Class Data

Formatted: Header

- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by

Formatted: Header

4.2. 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.

Formatted

... [91]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [92]

Formatted: Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [93]

Formatted: Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.63", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0.58", Hanging: 0.35", Right: 0.09", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left

Formatted

... [94]

4.3. —Funding of Gross Settlement Amount, XYZDefendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ'sDefendant's share of payroll taxes by transmitting the funds to the Administrator no later than [44]45 days after the Effective Date.

4.4. —Payments from the Gross Settlement Amount, Within [44]10 days after XYZDefendant 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 (not less than 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 including Non-. If the recipient is both a Participating Class Members who qualify as Member and Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator, the Payments may send Participating Class Members a singlebe contained on one check- combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

Formatted

... [95]

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned 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.

Formatted

... [96]

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

Formatted

... [97]

California 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).

~~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).] [or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZDefendant 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 XYZDefendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 ~~Plaintiff's Release. Plaintiff and his or her~~ 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 ~~[that occurred during whether known or unknown, which exist or may exist on her behalf as of the Class Period], date of this Agreement, including, but not limited to: (a) any and all tort claims that were, or reasonably could have been, alleged, based on, 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 facts contained, in Fair Labor Standards Act, the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in California Labor Code, the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Action and released under 6.2, below]. ("Plaintiff's 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, ~~unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.~~ Plaintiff acknowledges that Plaintiff, Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiff, Plaintiffs now ~~know, know, or believes believe~~ to be true, but agrees agree,

Formatted: Header

Formatted: Indent: Left: 0.58", Hanging: 0.35", Right: 0.09", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted ... [98]

Formatted ... [99]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted ... [100]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

nonetheless, that Plaintiff's Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's Plaintiffs' discovery of them.

Formatted

... [101]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0.58", Right: 0.09", Tab stops: 1", Left

6.1.1 Plaintiff's Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Plaintiffs' Release, Plaintiff 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:

Formatted

... [102]

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.

Formatted

... [103]

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.

Formatted: Header

6.2 Release by Participating Class Members ~~Who Are Not Aggrieved Employees~~: 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 (a) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Consolidated Complaint [and ascertained in the course of the Consolidated Action] [including, e.g., “(a) any and all of the following claims involving any alleged for relief: (a) failure to pay minimum wage; etc.”]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment wages, regular wages and Housing Act, unemployment insurance, disability, social security, workers’ compensation, / or claims based on facts occurring outside 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.

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: Italic

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

6.3 ~~Release by Non-Participating Class Members Who Are Aggrieved Employees~~: All ~~Non-Participating Class Members who are~~ 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 ~~PAGA penalties~~ civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq., that ~~were~~ Plaintiffs alleged, or reasonably could have been alleged, based on the ~~PAGA-Period~~ against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Operative Consolidated Complaint [and the in Plaintiffs’ PAGA Notice [and ascertained in the course of the Action] [including, e.g., “(a) any and all 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

Formatted: Header

Complaint, including all of the following claims involving any alleged 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, etc., 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 XYZ's Defendant's Declaration in Support of Preliminary Approval. Within 15 court days of the full execution of this Agreement, XYZ Defendant will prepare and deliver to Class Counsel a signed Declaration from XYZ Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ Defendant shall aver 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 Plaintiff's Plaintiffs' Responsibilities. Plaintiff 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 draft proposed Class Notice; (iv) 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/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration

Formatted

... [104]

Formatted: Indent: Left: 0", First line: 0.13", Tab stops: 0.5", Left + Not at 0.42" + 0.42"

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [105]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [106]

Formatted

... [107]

Formatted: Header

Formatted

... [108]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [109]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [110]

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted

... [111]

Formatted

... [112]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [113]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

7.2 from Plaintiff 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 and/or the proposed Cy Pres; (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)), Operative Consolidated Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(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 and/or the Cy Pres Recipient. In their Declarations, Plaintiff 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 8.1 to serve as 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.

Formatted: Header

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.

Formatted ... [114]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

8.4 Notice to Class Members.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [115]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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, PAGA Members, Workweeks Aggrieved Employees, and Pay Periods Weeks Worked in the Class Data.

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

8.4.2 Using best efforts to perform as soon as possible, and in no event later than [14]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, if applicable] 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 Workweeks and PAGA Pay Periods 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.

Formatted ... [116]

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted ... [117]

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.

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted ... [118]

8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods Weeks Worked, and Requests for Exclusion will be extended an additional [14] days beyond the [60] days 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.

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted ... [119]

8.4.5 If the Administrator, XYZ or Defense Counsel, Class Counsel is 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

Formatted: Font: 12 pt

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted ... [120]

Formatted: Header

8.4.5 receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

Formatted

... [121]

Formatted: List Paragraph, Indent: Left: 0", First line: 1", Right: 0.09", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [122]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted

... [123]

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted

... [124]

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 [60] days after the Administrator mails the Class Noticethe 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. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted

... [125]

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 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

Formatted

... [126]

Formatted: List Paragraph, Indent: Left: 0", First line: 1", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left

Formatted: Font: 12 pt

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted

... [127]

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.

6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of ~~Workweeks~~ Weeks Worked. Each Class Member shall have [60] days after until the Administrator mails the Class NoticeResponse Deadline (plus an additional [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) Weeks Worked that were allocated to the Class Member in the Class Notice. The Class

Formatted

... [128]

|

|

Member may challenge the allocation by communicating with the

Formatted: Header

Formatted: Header

Formatted

... [129]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.2", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [130]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted

... [131]

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted

... [132]

Formatted: Indent: First line: 1", Tab stops: 1", Left

Formatted

... [133]

Formatted: Indent: Left: 0", First line: 1", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [134]

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [135]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [136]

8.6 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 ~~Workweeks~~ 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 ~~Workweeks and/or Pay-Periods~~ 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 ~~Workweeks and/or Pay-Periods~~ 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 [60] days after the Administrator's mailing of the Class Notice 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

Formatted: Header

Formatted

... [137]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.07" + Indent at: 0.93", Tab stops: 1", Left + 1.58", Left + 1.58", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [138]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [139]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Formatted

... [140]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [141]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

8.8.2 validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list 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- ("Exclusion List"); (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 Workweeks and/or Pay-Periods 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 Workweek and/or Pay Period 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 Workweeks and/or Pay-Periods 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 Plaintiff is 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.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0", First line: 0.13", Tab stops: 0.5", Left + Not at 0.42" + 0.42"

Formatted

... [142]

Formatted

... [143]

Formatted: Indent: Left: 0", First line: 0.13", Tab stops: 0.5", Left + Not at 0.42"

Formatted

... [144]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [145]

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, XYZDefendant P&G estimates that, as of the date of this Settlement Agreement, (1) there are 835 Class Members and Total who worked approximately 74,000 Workweeks during 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 and (2) there were Aggrieved Employees who worked Pay Periods during the PAGA 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. **XYZ'S 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, XYZDefendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZDefendant 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, XYZDefendant will remain responsible for paying all Settlement Administration Expenses incurred to that point, XYZDefendant must notify Class Counsel and the Court of its election to withdraw not later than seven 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, PlaintiffPlaintiffs 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"). PlaintiffPlaintiffs shall provide drafts of these documents to Defense Counsel not later than seven 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 five 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.

~~44.3~~ 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

Formatted: Header

11.3 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

Formatted

... [146]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.21", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [147]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [148]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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.

Formatted

... [149]

13. ADDITIONAL PROVISIONS.

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Hanging: 0.29"

Formatted: Font: 12 pt

Formatted

... [150]

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 XYZDefendant that any of the allegations in the Operative Consolidated Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by PlaintiffPlaintiffs that XYZ'sDefendant'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, XYZDefendant reserves the right to contest certification of any class for any reasons, and XYZDefendant reserves all available defenses to the claims in the Action, and Plaintiff reservesPlaintiffs reserve the right to move for class certification on any grounds available and to contest XYZ'sDefendant's defenses. The Settlement, this Agreement and Parties'Parties' willingness to

Formatted: Header

13.1 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).

Formatted

... [151]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [152]

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff Plaintiffs, Class Counsel, XYZ 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.

Formatted

... [153]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff Plaintiffs, Class Counsel, XYZ 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.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Not Expanded by / Condensed by

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.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted

... [154]

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.

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Not Expanded by / Condensed by

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [155]

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff Plaintiffs and XYZ 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

Formatted: Header

13.6 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.

Formatted

... [156]

Formatted: List Paragraph, Indent: Left: 0", First line: 0.5", Right: 0.09", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.12" + Indent at: 0.63", Tab stops: 1", Left

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [157]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [158]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [159]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [160]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [161]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [162]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted

... [163]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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 Plaintiff Plaintiffs, Class Counsel, XYZ 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 XYZ 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, Plaintiff Plaintiffs shall destroy, all paper and electronic versions of Class Data received from XYZ Defendant unless, prior to the Court's discharge of the Administrator's obligation, XYZ Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

Formatted: Header

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.

Formatted ... [164]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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.

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [165]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

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:

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted ... [166]

Formatted: Indent: Left: 0", First line: 0.5", Tab stops: 1", Left + Not at 1.08" + 1.08"

Formatted: Font: 12 pt

Formatted: List Paragraph

To Plaintiff:

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0", Tab stops: 1", Left

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.5", Tab stops: 1", Left

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 XYZ 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.

For Plaintiff For XYZ

Counsel For Plaintiff Counsel For XYZ

Formatted	... [167]
Formatted	... [169]
Formatted	... [170]
Formatted	... [168]
Formatted	... [171]
Formatted	... [172]
Formatted	... [173]
Formatted	... [174]
Formatted	... [175]
Formatted	... [176]
Formatted	... [177]
Formatted	... [178]
Formatted	... [179]
Formatted	... [180]
Formatted	... [181]
Formatted	... [182]
Formatted	... [183]
Formatted	... [184]
Formatted	... [185]
Formatted	... [186]
Formatted	... [187]
Formatted	... [188]
Formatted	... [189]
Formatted	... [190]
Formatted	... [191]
Formatted	... [192]
Formatted	... [193]
Formatted	... [194]
Formatted	... [195]
Formatted	... [196]
Formatted	... [197]
Formatted	... [198]
Formatted	... [199]
Formatted	... [200]
Formatted	... [201]
Formatted	... [202]
Formatted	... [203]
Formatted	... [204]
Formatted	... [205]
Formatted	... [206]

Formatted: Header

COURT-APPROVED NOTICE OF Dated: February __, 2023
PLAINTIFF

ANDREW ZUBIA

Dated: February __, 2023 **PLAINTIFF**

DANA MARIE GANAL

Dated: February __, 2023 **PLAINTIFF**

CHRISTIAN HERNANDEZ

Dated: February __, 2023 **PLAINTIFF**

MICHAEL WOODS

Dated: February __, 2023 **CLASS ACTION SETTLEMENT AND**
HEARING DATE FOR FINAL COURT APPROVAL

(case name and number)

Formatted: Font: 11 pt

Formatted: Font: 11 pt, Not Expanded by / Condensed by

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

~~You may be eligible to receive money from an employee class action lawsuit ("Action")~~
~~against _____ (abbreviate name; "XYZ" is used herein as a placeholder)~~
~~for alleged wage and hour violations. The Action was filed by a[n] [former] XYZ employee~~
~~_____ ("Plaintiff") and seeks payment of (1) back wages [and other~~
~~relief] for a class of [e.g., hourly] employees ("Class Members") who worked for XYZ during~~
~~the Class Period (_____ to _____); and (2) penalties under the California~~
~~Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for XYZ~~
~~during the PAGA Period (_____ to _____) ("Aggrieved Employees").~~

~~The proposed Settlement has two main parts: (1) a Class Settlement requiring XYZ to~~
~~fund Individual Class Payments, and (2) a PAGA Settlement requiring XYZ to fund Individual~~
~~PAGA Payments and pay penalties to the California Labor and Workforce Development Agency.~~

(“LWDA”).

Based on XYZ’s records, and the Parties’ current assumptions, ~~your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.~~ The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on XYZ’s records showing that ~~you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period.~~ If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires XYZ to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZ.

If you worked for XYZ during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

~~(1) Do Nothing.~~ You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZ.

~~(2) Opt Out of the Class Settlement.~~ You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZ, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

~~XYZ will not retaliate against you for any actions you take with respect to the proposed Settlement.~~

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by _____	

You Can Participate in the <u>Final Approval Hearing</u>	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a[n] [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate-itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:

_____. ("Class Counsel.")

XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether XYZ or Plaintiff is correct on the merits.

In the meantime, Plaintiff and XYZ hired ☐ an experienced, neutral mediator ☐ a retired judge

☐ _____ (describe alternative means of negotiation)

in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZ have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZ does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZ has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ Will Pay \$ _____ as the Gross Settlement Amount (Gross Settlement). XYZ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, XYZ will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.~~

2. ~~Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:~~

A. ~~Up to \$ _____ (_____ % of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ _____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~

B. ~~Up to \$ _____ as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.~~

C. ~~Up to \$ _____ to the Administrator for services administering the Settlement.~~

D. ~~Up to \$ _____ for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.~~

~~Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.~~

3. ~~Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross~~

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. ~~Taxes Owed on Payments to Class Members.~~ Plaintiff and XYZ are asking the Court to approve an allocation of % _____ of each Individual Class Payment to taxable wages (“Wage Portion”) and % _____ to [e.g., interest, etc.] (“Non-Wage Portion.”). ~~The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion.)] The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.~~

~~Although Plaintiff and XYZ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.~~

5. ~~Need to Promptly Cash Payment Checks.~~ The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). ~~If you don’t cash it by the void date, your check will be automatically cancelled, and the monies~~
- ☐ ~~will be deposited with the California Controller’s Unclaimed Property Fund in your name.~~
 - ☐ ~~will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

~~If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.~~

6. ~~Requests for Exclusion from the Class Settlement (Opt-Outs).~~ You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. ~~Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.~~

~~You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against XYZ based on the PAGA Period facts alleged in the Action.~~

7. ~~The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ have agreed that, in either case, the Settlement will be void: XYZ will not pay any money and Class Members will not release any claims against XYZ.~~
8. ~~Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.~~
9. ~~Participating Class Members' Release. After the Judgment is final and XYZ has fully funded the Gross Settlement [Option 1: (and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZ or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.~~

The Participating Class Members will be bound by the following release:

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~^{viii}

10. ~~Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZ has paid the Gross Settlement (and separately paid the employer side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZ, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

~~The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:~~

~~All Participating and Non-Participating Class Members who are 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

~~4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?~~

- ~~1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.~~
- ~~2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.~~
- ~~3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.~~

~~You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ's calculation of Workweeks and/or Pay Periods based on XYZ's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.~~

~~5. HOW WILL I GET PAID?~~

1. ~~Participating Class Members.~~ The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. ~~Non-Participating Class Members.~~ The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

~~Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.~~

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and XYZ are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address,

telephone number, and approximate dates of employment for [XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity)'s website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:-
Name of Attorney:-
Email Address:-
Name of Firm:-
Mailing Address:-
Telephone:-

Settlement Administrator:-
Name of Company:-

Formatted: Header

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. **THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.**

Formatted: Indent: Left: 0", Right: 0", Space Before: 0 pt, Line spacing: single

Formatted: Font: 11 pt, Bold

Formatted: Font: 11 pt

ⁱⁱ Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94-95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement. LAUBY, MANKIN & LAUBY LLP

Formatted: Font: 10 pt

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Header

BRIAN J. MANKIN
MISTY M. LAUBY

Dated: February __, 2023

CLASS COUNSEL:
MOON & YANG, APC

KANE MOON
ALLEN V. FEGHALI

Dated: February __, 2023

CLASS COUNSEL:
LAVI & EBRAHIMIAN, LLP

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

Formatted: Font: 10 pt

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Header

JINA LEE

END OF DOCUMENT

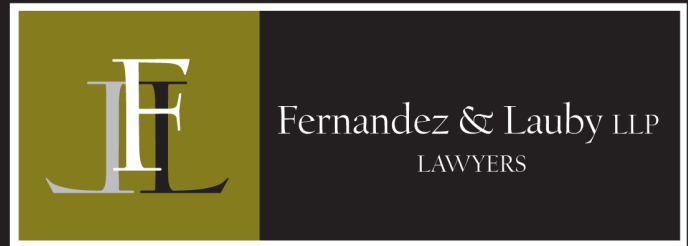
Formatted: Font: 12 pt, Bold

Formatted: Indent: Left: 0", Line spacing: Exactly 9 pt

Formatted: Font: 10 pt

Formatted: Body Text, Line spacing: Multiple 0.06 li

EXHIBIT “4”



August 14, 2020

Sent Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via Regular and Certified Mail

The Proctor & Gamble Company
One Proctor & Gamble Plaza
Cincinnati, Ohio 45202

Re: Wage/Hour/Penalty Claim of Andrew Zubia v. The Proctor & Gamble Company., an Ohio Corporation

Dear Labor and Workforce Development Agency and Tapestry:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) Labor Code §§ 2698, et seq., Labor Code §§ 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, of the applicable Industrial Welfare Commission Wage Order(s), this letter shall serve as the wage/hour and penalties claim of Andrew Zubia (“Claimant”) against his employer, The Proctor & Gamble Company, an Ohio Corporation (“Company”). Claimant desires to file a civil action as an “aggrieved employee” to enforce his right to seek compensation and penalties under the Labor Code.

Additionally, pursuant to Labor Code § 2699(a), Claimant reserves the right to bring a wage/hour claim on behalf of all current and former employees of the Company.

FACTUAL BACKGROUND

Claimant Andrew Zubia was formerly employed by the Company as a non-exempt employee at the West Coast Mixing Center in Moreno Valley, California.

At all relevant times during his employment with the Company, Claimant was required to go through a security checkpoint when leaving the building. The Company required Claimant to clock-out from its timekeeping system before going through the security checkpoint to leave the building for meal and rest breaks and at the end of each shift. Although it often took several minutes for Claimant to get through the security checkpoint, Claimant did not receive any compensation for this time spent subject to the control of the Company.

Furthermore, Claimant was denied 30-minute off-duty meal periods, as mandated by California law, during his employment with the Company. The Company provided Claimant

and other similarly-situated employees 30 minutes for meal periods, but this 30-minute period was inclusive of the employee leaving the work area, waiting in a line to clock-out, waiting in a long line to go through the security checkpoint. As Claimant and others similarly-situated were only allotted 30 minutes for each meal period, yet were under the control of the company when waiting to clock in/out and to go through the security checkpoint, Claimant and others similarly situated were regularly not provided with uninterrupted meal periods of at least 30 minutes, as required by California law. Also, the practical effect of the Company's policy resulted in Claimant and others similarly-situated staying on the premises and otherwise not exercising their right to leave the facility, as it would intrude into their meal periods.

Also, at all relevant times, Claimant was not provided with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. By virtue of the time it took to go through security to leave and reenter the building, Claimant and other similarly-situated employees were discouraged from leaving the facility for breaks. As a result, the Company failed to relinquish all control over how employees spend their time during required rest periods.

The Company also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages each period and failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of employment. Finally, during his employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

As a result of these violations, and others described below, Claimant alleges that he was denied specific rights to which he and other Aggrieved Employees are entitled under California law and the rules promulgated by the IWC Wage Orders, including: failure to pay proper minimum wages; failure to pay proper overtime wages; failure to provide complaint meal periods and/or rest breaks as required by law; failure to pay all wages due and owing in a timely manner; failure to timely pay full and final wages at the time of termination; failure to provide accurate wage statements; and the failure to pay waiting time pay.

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

**PAGA PENALTIES FOR FAILURE TO PAY MINIMUM,
REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, Claimant and the Aggrieved Employees were not paid all minimum and/or regular wages for time spent subject to the control of the Company when each was forced to go through the security checkpoint before clocking in on the way into the building and after clocking-out at the end of meal and rest periods or at the end of his shift.

Furthermore, Claimant and the Represented Employees also worked in excess of 8 hours per day and/or forty hours per week without receiving proper payment of the requisite overtime wages for all overtime hours worked pursuant to Labor Code §§ 204 and 510 and the applicable IWC Wage Order § 3.

As discussed above, the Company failed to include all wages, commissions, and/or bonuses earned for the purposes of correctly calculating the Aggrieved Employees' regular rates of pay to determine the total overtime wages owed. Thus, resulting in earned, but unpaid, overtime wages due and owing to Claimant and the Aggrieved Employees. In addition, on information and belief, the Company also failed to provide Aggrieved Employees with paid rest breaks.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon Coach resulting from its failure to pay Claimant and the Aggrieved Employees all wages due and owing including minimum, regular, commission, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA PENALTIES FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512; Cal. Admin. Code, Title 8, § 11070)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes...”

Section 11 of the applicable IWC Wage Order states in pertinent part: “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.”

Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the

underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

**PAGA PENALTIES FOR FAILING TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**
(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

As set forth above, Claimant was subject to off-the-clock security checks of his belongings and his person each time he left the building for meal periods, rest periods and at the end of each shift.

The Company failed to comply with Labor Code § 226(a) by providing its employees, including Claimant and Aggrieved Employees, with wage statements that failed to accurately list total hours worked, all rates of pay (including the correct overtime rate(s)) and inaccurately identified the total gross and net wages earned, and failed to correctly state all deductions on the employees' wage statements. Accordingly, Claimant is entitled to damages under Labor Code § 226(e), including reasonable attorneys' fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty for these violations.

**PAGA PENALTIES FOR FAILURE TO PAY ALL WAGES DUE AND OWING,
INCLUDING FINAL WAGES, TIMELY**
(Labor Code §§ 201, 202, 203, 204, 204.1, 208, 256 and 2699)

The Company did not pay Claimant all wages that were due and owing within the required time and/or at the required place following the end of employment in accordance with Labor Code §§ 201-202 and/or 208. Further, the Company failed to pay all wages due and owing to Claimant and the Aggrieved Employees each pay period pursuant to the requirements set forth in Labor Code § 204 and/or 204.1. As a result of these violations, waiting-time and other penalties, including civil penalties, are recoverable pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699,

and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated the Company's employees. Thus, the Company is exposed to these same penalties for violations involving all other similarly situated employees.

Additionally, Claimant seeks attorney's fees pursuant to *C.C.P.* § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with *C.C.P.* § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, The Proctor & Gamble Company may be liable for penalties, including unpaid wages, related to the foregoing claims and remedies. Claimant intends to pursue these claims against The Proctor & Gamble Company in a civil action. If through discovery, Claimant becomes aware of any additional claims for Labor Code violations related to his employment and/or other The Proctor & Gamble Company employees, he reserves the right to add any new claims by either amending this claim letter or by adding applicable causes of action to the civil complaint.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very truly yours,



By: Misty M. Lauby, Esq.
E-mail: mml@fernandezlauby.com
www.California-EmploymentLawyers.com

EXHIBIT “5”