

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. (SBN 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, and on behalf of all 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]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement”) between Plaintiffs Andrew Zubia, Dana Marie Ganal, Christian Hernandez and
3 Michael Woods and Defendant The Procter & Gamble Distributing LLC (collectively, the
4 “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed
5 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
6 support of the motion, and all supporting legal authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Class, for settlement purposes only:

20 All current and former hourly, non-exempt employees, who were
21 directly hired and employed by P&G and worked at the P&G
22 Facility in Moreno Valley, California at any time during the Class
23 Period of May 1, 2019 to May 29, 2022.

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

28 ///

1 4. The class action settlement set forth in the Settlement Agreement between
2 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiffs Andrew Zubia, Dana
6 Marie Ganal, Christian Hernandez and Michael Woods as Class Representatives, and further
7 appoints the following Class Counsel: Brian Mankin and Misty Lauby of Lauby Mankin Lauby
8 LLP (“LML”); Kane Moon, Allen Feghali, and Edwin Kamarzarian of Moon & Yang, APC
9 (“MY”); Carolyn Cottrell, Ori Edelstein and Andrew Weaver of Schneider Wallace Cottrell
10 Konecky LLP (“SWCK”); and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP.

11 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
12 Administrator.

13 7. The Court approves, as to form and content, the Class Notice and finds that the
14 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
15 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
16 proposed settlement terms and of their options, including: (1) the nature of the action, the
17 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
18 (2) Named Plaintiffs’ and Class Counsel’s applications for the Class Representative Service
19 Payments, and Class Counsel’s request for attorneys’ fees and costs; (3) a formula used to
20 determine the Class Member’s estimated Individual Settlement Payment; (4) Class Members’
21 rights to appear through counsel if they desire; (5) how to object to the Settlement or submit an
22 opt-out request if a Class Member wishes to do so; and (6) how to obtain additional information
23 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
24 typographical errors in settlement and make clarifications, to the extent the same are found or
25 needed, so long as such corrections do not materially alter the substance of the documents.

26 8. The Court approves the procedure for Class Members to participate in, request
27 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
28 and the Class Notice.

1 9. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
3 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
4 entitled to notice, and otherwise satisfy the requirements of California law and due process.

5 10. The Court directs the Settlement Administrator to perform address verification
6 measures and mail the Class Notice by first class mail to the Class Members not later than 25
7 days after the Preliminary Approval Order and to otherwise carry out the Settlement according to
8 the terms of the Settlement Agreement and in conformity with this Order, including posting the
9 case documents on its website. The Parties are also ordered to carry out the Settlement
10 according to the terms of the Settlement Agreement.

11 11. All Class Members shall be deemed to participate in the Settlement, although any
12 Class Member who wishes to comment on or object to the Settlement or who elects not to
13 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
14 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
15 Class Notice.

16 12. The Court approves the handling of unclaimed funds set forth in the Settlement
17 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
18 result of a failure to timely cash a settlement check shall be issued to the State Controller's
19 Office in the name of the Class Member, as set forth in the Settlement Agreement.

20 13. The following dates shall govern for purposes of this settlement:

21 May 26, 2023	Preliminary Approval Date (PA)
22 25 days after PA	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
23 45 days after mailing Class Notice	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
24 TBD	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.

9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately 120 days after Preliminary Approval is granted)	Final Approval Hearing.

14. A final approval hearing shall be held in this Court on _____, 2023 at _____ am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representatives.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representatives' Service Payments, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court, unless otherwise specified by the Court above.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement

1 Agreement, or any related agreement or release.

2 17. The Court may, for good cause shown, extend any of the deadlines set forth in
3 this Order.

4 18. In the event that the Settlement Agreement does not receive final approval or the
5 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
6 shall be vacated.

7 19. Pending the Final Approval hearing, all proceedings in this action, other than
8 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
9 Order, are stayed.

10 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
11 in connection with the administration of the Settlement which are not materially inconsistent
12 with either this Order or the terms of the Settlement.

13
14 Date: _____

15 Hon. Lawrence P. Riff
16
17
18
19
20
21
22
23
24
25
26
27
28