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(Additional counsel on following page)

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

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

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

CLASS ACTION

**DECLARATION OF WILLIAM TRAN
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: TBD

Time: TBD

Dept.: 7

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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an associate attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff Christian Hernandez, one of the named Plaintiffs to this case and familiarity with the file and actions in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and Federal District Courts of California.

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DECLARATION OF WILLIAM TRAN

1 such as validity of Arbitration Agreements, Application of Res Judicata in class action cases, and
2 other employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law
3 Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct
4 trials, and proving and winning punitive damages. Mr. Lavi has been named a Southern California
5 Super Lawyer in the area of Plaintiff's employment litigation for Class Actions from 2011-2022.
6 Mr. Lavi has settled dozens of wage and hour class actions and is currently Plaintiff's counsel in
7 many others. Some of the class actions that Mr. Lavi has handled against employers on wage and
8 hour issues and have been approved as class counsel include cases against the following: Kaiser
9 Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;
10 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for
11 \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser Permanente which
12 settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado
13 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead
14 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which
15 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for
16 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendants' petition to the United
17 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi
18 has been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other
19 attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully
20 capable of adequately and fairly representing Plaintiff and the proposed class in this matter.

21 7. Lavi & Ebrahimian, LLP, and has been appointed Class Counsel in over fifty
22 contested proceedings including the following:

23 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No.
24 BC343535;

25 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

26 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District of
27 California, Case No. CV-07-3678-ABC;

28 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles

1 Superior Court Case No. BC380996;

2 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court
3 Case No. BC383266;

4 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case
5 No. RG 0265835;

6 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

7 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court, Central
8 District of California, Case No. CV08-06691 SVW (PLA)

9 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No.
10 BC342588;

11 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

12 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

13 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of
14 California, Case No. CV07-3237-DDP (PLAX);

15 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

16 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No.
17 BC412315;

18 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
19 BC397208;

20 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

21 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-
22 2009-00103626-CU-OE-CTL;

23 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

24 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central
25 District of California, Case No. CV 10-8916 DDP (CWx);

26 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior
27 Court Case No. BC432406;

28 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of

1 California, Case No CV-10-02315-JEM;

2 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court
3 Case No. BC462603;

4 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court
5 Case No. BC452570;

6 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-
7 CU-OE-VTA;

8 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No.
9 BC421009;

10 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

11 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No.
12 BC425708

13 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No.
14 BC436879;

15 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
16 RIC10020183;

17 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

18 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
19 BC411134;

20 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court
21 Case No. 30-2011-0044011-CU-OE-CXC;

22 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District
23 of California, Case No. CV 10-0415 ODW (FMOx)

24 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
25 BC443792;

26 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

27 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No.
28 CV 10-0968-PSG-FMOX;

1 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No.
2 BC425799;
3 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court
4 Case No. BC446744;
5 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;
6 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,
7 Central District of California, Case No. CV-10-00711 JFW (PLAx);
8 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No. BC436793;
9 ll. *Santos v. Noble Management Group-California, LLC*, United States District Court,
10 Central District of California, Case No. CV 10-2594 DSF (VBKx)
11 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court
12 Case No. 30-2011-00473505;
13 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No.
14 BC436235;
15 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;
16 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
17 RG10523946;
18 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California,
19 Case No. CV 11-09543 DSF (MRWx);
20 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-
21 00518396-CU-OE-CXC;
22 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District
23 of California, Case No. CV 10-0415 ODW (FMOx);
24 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No.
25 BC320172;
26 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;
27 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No.
28 BC357987.

1 8. Mr. Lavi and other attorneys at Lavi & Ebrahimian made every effort to litigate this
2 action in an efficient and cost-effective manner. Given Mr. Lavi's years of experience, his trial and
3 appellate experience, and the focus of his practice, if he were to charge for this type of work by the
4 hour, his current hourly rate would be \$925 per hour. My hourly rate would be \$500. This rate is the
5 firm's current billing rate and is supported by the extensive and specialized experience in these
6 types of cases and recognized expertise described. I have personal knowledge of the hourly rates
7 charged by other attorneys with comparable experience mine. Based on that information, I believe
8 that my rate and other attorneys at Lavi & Ebrahimian rates are fully consistent with the market rate
9 for attorneys with comparable expertise, experience and qualifications. Based on the information I
10 have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with
11 comparable expertise, experience, and qualifications.

12 9. The specific work performed by my firm in prosecuting this action has included, but
13 not been limited to: conducting an intake with Plaintiff Hernandez, preparing the pleadings,
14 preparing the letter to the LWDA, conducting legal research, filing motions, reviewing documents
15 and data from Defendants and co-counsel, developing the strategy with co-counsel for prosecuting
16 the claims in the cases; reviewing documents; participating in the full day mediation; participating
17 in settlement negotiations; negotiating, drafting, and reviewing the Settlement Agreement and
18 Motion for Preliminary Approval.

19 10. Based on the documents and data reviewed, and the experience of Mr. Lavi and other
20 attorneys at Lavi & Ebrahimian, counsel for Plaintiff believes that the settlement reached herein is a
21 fair, reasonable, and adequate result for the class members involved and should be approved by the
22 Court.

23 11. Our firm maintains all records regarding costs expended on each case. I have
24 reviewed the records of costs expended in this matter. According to our records, our firm has
25 incurred approximately \$4,004.10, in costs in this matter at this time. This amount includes costs
26 associated with the costs associated with filing of the papers filed and responded to in this matter
27 and mediation.

**CONTRIBUTION OF PLAINTIFF HERNANDEZ AND REASONABLENESS OF THE
REQUESTED SERVICE AWARD:**

12. It is imperative that Plaintiff Hernandez obtain just compensation for the time, effort and risk associated with his fiduciary duties as a class representative and one of the named Plaintiffs. I believe that Plaintiff Hernandez performed considerable services on behalf of the Class during the last 24 months, since he searched for an attorney, collected and gathered the requested documents and information, wage statements and/or pay stubs, met with us, made himself available each and every single time that we called in order to answer questions about Defendants' policies and procedures produced in informal discovery or discussed during conversations with opposing counsel and co-counsel or raised in pleadings filed in this matter.

13. Plaintiff Hernandez provided Class Counsel with factual information needed to prepare the complaint and the notice to the LWDA. He collected relevant documents and produced those documents to Class Counsel. He was available during the full day mediation and continued to be engaged in continued settlement negotiations that were ultimately required to reach a settlement in this case.

14. I believe that the service fee request of \$7,500 for Plaintiff Hernandez as an enhancement payment as well as for providing general release of his claims, including a Civil Code § 1542 waiver. As such, the requested payment is warranted for his time and effort when the class members are able to receive money, for Plaintiffs' efforts, as well as the fact that he put himself at significant risk for liability for costs in this matter if Defendants were the prevailing party in the litigation as well as for retaliation by other employers who may discover and find it to be unappealing that he was Class representative in a lawsuit against Defendants, his former employers. At this point in the approval process, Plaintiff Hernandez's requested payment should be approved and allow the Class Members an opportunity to object to the requested enhancement.

15. The fee splitting agreement between Plaintiffs' counsels is as follows: 40% to Lauby, Mankin & Lauby LLP, 20% to Moon & Yang, 20% to Schneider Wallace Cottrell Konecky LLP, and 20% to Lavi & Ebrahimian, LLP.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of February 2023, at Beverly Hills California.



William Tran, Esq.