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**FILED**  
Superior Court of California  
County of Los Angeles

10/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           A. Morales           Deputy

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

8 *[Additional Counsel on following page]*

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

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

16 Plaintiff,

17 vs.

18 PROCTER & GAMBLE DISTRIBUTING  
19 LLC, and Ohio Company; and DOES 1  
20 through 20, inclusive;

21 Defendants.

Case No.: 20STCV44506

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

**STIPULATION TO MODIFY  
PRELIMINARY APPROVAL ORDER,  
AND SCHEDULE A FINAL APPROVAL  
HEARING DATE; [~~PROPOSED~~] ORDER**

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11 Attorneys for Plaintiff Dana Marie Ganal, on behalf of others similarly situated

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

33 James P. Carter (SBN 150052)  
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39 Irvine, CA 92618  
40 Tel: (949) 885-1360 | Fax: (949) 885-1380

41 Attorneys for Defendant Procter & Gamble Distributing LLC

1 TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:

2 Plaintiffs Andrew Zubia, Dana Marie Ganal, Christian Hernandez and Michael Woods  
3 (“Plaintiffs”) and Defendants Procter & Gamble Company and Procter & Gamble Distributing  
4 LLC (“Defendants”) (collectively, the “Parties”), by and through their undersigned counsel of  
5 record, hereby submit this Stipulation to Modify Preliminary Approval Order and Schedule a  
6 Final Approval Hearing Date, as follows:

7 WHEREAS, on May 26, 2023, the Court granted Plaintiffs’ motion for preliminary  
8 approval of a class action settlement.

9 WHEREAS, on June 20, 2023, the Administrator mailed the Class Notice to 837 Class  
10 Members.

11 WHEREAS, during the Notice Process, certain individuals who were not included in the  
12 Class List advised that they should be included as Class Members, which prompted Defendant to  
13 conduct a full evaluation to determine if any groups of employees were inadvertently omitted  
14 from the class list.

15 WHEREAS, on September 6, 2023, following its analysis, Defendant advised that 494  
16 employees were inadvertently excluded from the class list, and thus were not included as Class  
17 Members in the initial production of Class Data. Defendant provided updated Class Data to the  
18 Administrator containing the additional 494 Class Members.

19 WHEREAS, according to the updated Class Data, the Administrator reports that the 494  
20 additional Class Members worked 22,020 Work Weeks during the Class Period, bringing the  
21 combined total to 1,327 Class Members and 88,117 Work Weeks.

22 WHEREAS, the Settlement Agreement § 9 contains an Escalator Clause which provides  
23 that if the total Workweeks worked by all Class Members during the Class Period “increases by  
24 more than 10% of [74,000 Workweeks], then Defendant will increase the Gross Settlement  
25 Amount proportionately for the percentage of Work Weeks in excess of the 10% threshold (i.e.,  
26 an 11% increase in Works Weeks will result in a 1% increase of the Gross Settlement Amount).”

27 WHEREAS, the Escalator Clause was triggered as a result of the Class Members  
28 collectively working 9.08% over the 10% threshold, resulting in a 9.08% to the Gross Settlement

1 Amount (“GSA”) to \$4,090,388.51 (an increase of \$340,388.51).

2 WHEREAS, the Settlement Agreement § 3.2.2 provides that Class Counsel may seek “a  
3 Class Counsel Fees Payment of not more than one-third of the GSA (33.333%).” As a result of  
4 the triggering of the Escalator Clause, Class Counsel will now seek fees of \$1,363,462.84, which  
5 is one-third of the revised GSA (an increase of \$113,462.84).

6 WHEREAS, the Settlement Agreement § 3.2.3 provides that the Administrator may seek  
7 “an Administrator Expenses Payment not to exceed \$13,000.00 except for a showing of good  
8 cause and as approved by the Court.” As a result of the foregoing changes, the Parties will be  
9 required to send an updated Class Notice to all 1,327 Class Members. This new mailing and  
10 increase in size class will cause the Administrator Expenses Payment to increase to \$16,000,  
11 which is the new amount that will be requested. A true and correct copy of the Administrator’s  
12 updated proposal is attached hereto as **Exhibit A**.

13 WHEREAS, the Parties seek to perform a new mailing of the Class Notice to all 1,327  
14 Class Members, advising of the updated GSA, requested Class Counsel Fees Payment, requested  
15 Administrator Expenses Payment, and updating the Class Members of their estimated share and  
16 new final approval hearing date. A redline of the revised Class Notice is attached hereto as  
17 **Exhibit B** and a clean version as **Exhibit C**. The Parties propose having the Administrator  
18 sending the revised Class Notice to all Class Members within 10 days of the signed Order, who  
19 will then have 45 days from the mailing to object, opt-out or dispute the number of workweeks  
20 that he/she was credited.

21 WHEREAS, the Parties propose scheduling a final approval hearing date approximately  
22 100 days after the Court enters the Order, subject to the Court’s availability.

23 WHEREAS, the Administrator will post all pertinent and information documents on its  
24 website (including the motion for preliminary approval, settlement agreement, order granting  
25 preliminary approval, Notice, Order modifying the preliminary approval order, motion for final  
26 approval and final approval hearing date).

1            THEREFORE, IT IS HEREBY STIPULATED, by and between the Parties through their  
2 respective attorneys of record that, subject to Court approval:

3            1.        The additional 494 Class Members have been added to the Class Data, bringing  
4 the total Workweeks worked by all 1,327 Class Members to approximately 88,117 total  
5 Workweeks.

6            2.        The Escalator Clause was triggered as a result of the Class Members collectively  
7 working 9.08% over the 10% threshold, resulting in a 9.08% to the Gross Settlement Amount  
8 (“GSA”) to \$4,090,388.51.

9            3.        The triggering of the Escalator Clause and corresponding increase of the GSA,  
10 class size and Workweeks will result in an corresponding increase of the requested Class  
11 Counsel Fee Payment to \$1,363,462.84 and the Administrator Expenses Payment to \$16,000.

12           4.        The revised Class Notice will be sent to all 1,327 Class Members who have 45  
13 days from the mailing to object, opt-out or dispute the number of workweeks that he/she was  
14 credited.

15           5.        The Administrator will post all pertinent and information documents on its  
16 website (including the motion for preliminary approval, settlement agreement, order granting  
17 preliminary approval, Notice, Order modifying the preliminary approval order, motion for final  
18 approval and final approval hearing date).

19           6.        The Parties propose the following timeline through Final Approval:


20           TBD	This Order modifying the preliminary approval order is signed and entered (“Order Entered”)
21 <i>10 days after Order Entered</i>	Deadline for Settlement Administrator to complete mailing of the Notice Packet to all 1,327 Class Members.
22 <i>45 days after mailing Class Notice</i>	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the Settlement (“Response Deadline”).
23           16 court days before Final Approval Hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys’ fees, costs and service payments.

1 2 3 4 5	5 court days before final approval hearing	Deadline for filing of any written response to objection or opposition Motion for Final Approval of Settlement.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	TBD (Proposed: 100 days after Order Entered, or at Court's convenience)	Final Approval Hearing.

IT IS SO STIPULATED.

Dated: October 5, 2023

LAUBY, MANKIN & LAUBY LLP

BY:   
 Brian J. Mankin, Esq.  
 Misty M. Lauby, Esq.  
 Attorneys for Plaintiff Zubia

Dated: October 2, 2023

MOON LAW GROUP, PC

BY:   
 Kane Moon, Esq.  
 Allen V. Feghali, Esq.  
 Attorneys for Plaintiff Ganal

Dated: October \_\_\_\_, 2023

LAVI & EBRAHIMIAN, LLP

BY: \_\_\_\_\_  
 Joseph Lavi, Esq.  
 Vincent C. Granberry, Esq.  
 Attorneys for Plaintiff Hernandez

Dated: October \_\_\_\_, 2023

SCHNEIDER WALLACE COTTRELL KONECKY

BY: \_\_\_\_\_  
 Carolyn H. Cottrell, Esq.  
 Ori Edelstein, Esq.  
 Attorneys for Plaintiff Woods

Dated: October 4, 2023

JACKSON LEWIS P.C.

BY: /s/ Jina Lee  
 James P. Carter, Esq.  
 Jina Lee, Esq.  
 Attorneys for Defendants

5 court days before final approval hearing	Deadline for filing of any written response to objection or opposition Motion for Final Approval of Settlement.
TBD <i>(Proposed: 100 days after Order Entered, or at Court's convenience)</i>	Final Approval Hearing.

IT IS SO STIPULATED.

Dated: October \_\_, 2023

LAUBY, MANKIN & LAUBY LLP

BY: \_\_\_\_\_

Brian J. Mankin, Esq.  
Misty M. Lauby, Esq.  
Attorneys for Plaintiff Zubia

Dated: October \_\_, 2023

MOON LAW GROUP, PC

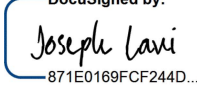
BY: \_\_\_\_\_

Kane Moon, Esq.  
Allen V. Feghali, Esq.  
Attorneys for Plaintiff Ganal

Dated: October 4, 2023

LAVI & EBRAHIMIAN, LLP


BY: \_\_\_\_\_

DocuSigned by:  
  
 871E0169FCF244D...  
 Joseph Lavi, Esq.  
 Vincent C. Granberry, Esq.  
 Attorneys for Plaintiff Hernandez

Dated: October 5, 2023

SCHNEIDER WALLACE COTTRELL KONECKY

BY: \_\_\_\_\_

  
 Carolyn H. Cottrell, Esq.  
 Ori Edelstein, Esq.  
 Attorneys for Plaintiff Woods

Dated: October \_\_, 2023

JACKSON LEWIS P.C.

BY: \_\_\_\_\_

James P. Carter, Esq.  
Jina Lee, Esq.  
Attorneys for Defendants

~~PROPOSED~~ ORDER

The Court, having considered the Stipulation, and good cause appearing, modifies the Order granting Preliminary Approval is hereby modified as follows:

1. The 494 Class Members who were inadvertently excluded from the mailing will be added to the Settlement, bringing the total to 1,327 Class Members and 88,117 combined Workweeks worked.

2. The Escalator Clause is triggered as a result of the Class Members collectively working 9.08% over the 10% threshold, resulting in a 9.08% to the Gross Settlement Amount (“GSA”) to \$4,090,388.51.

3. The triggering of the Escalator Clause and corresponding increase of the GSA, class size and Workweeks results in a corresponding increase of the requested Class Counsel Fee Payment to \$1,363,462.84 (one-third of the GSA) and the requested Administrator Expenses Payment to \$16,000.

4. The Court approves the revised Class Notice, which is attached hereto as **Exhibit C**, and directs the Administrator to mail the Class Notice to all 1,327 Class Members within 10 days of the signing of this Order. Class Members will have 45 days from the date of mailing to object, opt-out or dispute the number of workweeks that he/she was credited.

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

TBD	This Order modifying the preliminary approval order is signed and entered (“Order Entered”)
<i>10 days after Order Entered</i>	Deadline for Settlement Administrator to complete mailing of the Notice Packet to all 1,327 Class Members.
<i>45 days after mailing Class Notice</i>	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the Settlement (“Response Deadline”).
16 court days before Final Approval Hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys’ fees, costs and service payments.
5 court days before final approval hearing	Deadline for filing of any written response to objection or opposition Motion for Final Approval of Settlement.



1 Date: January 17, 2024

2  
3 Time: 10:00 am/~~pm~~

Final Approval Hearing.

4  
5 *(Proposed: 100 days after Order  
Entered, or at Court's convenience)*

6  
7 **IT IS SO ORDERED.**



8  
9 Date: 10/06/2023

Lawrence P. Riff/Judge

Hon. Lawrence P. Riff

EXHIBIT "A"



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

**September 27, 2023**

## Case: Zubia v. P&G, Opt-Out Administration

Phoenix Contact: Michael E. Moore  
Contact Number: 949.331.0131  
Email: mike@phoenixclassaction.com

### CASE ASSUMPTIONS

Class Members	1,328
Opt Out Rate	1%
Opt Outs Received	13.28
Total Class Claimants	1,315
Subtotal Admin Only	<b>\$16,631.14</b>

**Flat Fee Total \$16,000.00**

**For 1,328 Class Members**

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **1,328** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Requesting Attorney: Brian J. Mankin  
Firm: Lauby, Mankin & Lauby, LLP  
Contact Number: (951) 320-1444  
Email: brian@lmlfirm.com

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	169		\$338.00
NCOA (USPS)	\$300.00	1		\$300.00
<b>Total</b>				<b>\$1,188.00</b>

\* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Website				
Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Spanish Translation	\$800.00	1		\$800.00
Data Merge & Duplication Scrub	\$0.10	1,328		\$132.80
Notice Packet & Opt-Out Form	\$1.30	1,328		\$1,726.40
Estimated Postage (up to 2 oz.)*	\$0.81	1,328		\$1,075.68
Static Website	\$100.00	1		\$100.00
Check Cashing Reminder Postcard Postage Included	\$0.60	276		\$165.65
<b>Total</b>				<b>\$4,200.53</b>

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

<b>Skip Tracing &amp; Remailing Notice Packets / Tracking &amp; Programming Undeliverables</b>				
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item</b>	<b>Estimate</b>
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$0.85	332		\$282.20
Remail Notice Packets	\$0.75	329		\$246.75
Estimated Postage	\$0.84	329		\$276.36
Programming Undeliverables	\$50.00	1		\$50.00
		<b>Total</b>		<b>\$1,075.31</b>

<b>Database Programming / Processing Opt-Outs, Deficiencies or Disputes</b>				
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item</b>	<b>Estimate</b>
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	7		\$385.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	19		\$192.80
Case Manager	\$85.00	5		\$425.00
		<b>Total</b>		<b>\$1,502.80</b>

<b>Calculation &amp; Disbursement Programming/ Create &amp; Manage QSF/ Mail Checks</b>				
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item</b>	<b>Estimate</b>
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	4		\$380.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	12		\$1,620.00
Mail Class Checks *	\$0.80	1,315		\$1,051.78
Estimated Postage	\$0.64	1,315		\$841.42
		<b>Total</b>		<b>\$4,568.20</b>

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

<b>Tax Reporting &amp; Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations</b>				
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item</b>	<b>Estimate</b>
Case Supervisor	\$115.00	3		\$345.00
Remail Checks & Tax Forms (Postage Included)	\$1.70	289		\$491.30
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	6		\$510.00
Conclusion Reports	\$115.00	3		\$345.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office	\$500.00	1		\$500.00
Estimated <u>129</u> Total Class Members				
			<b>Total</b>	<b>\$4,096.30</b>

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Estimate Total: \$16,631.14**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

**EXHIBIT "B"**

**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).

[\\*\\*Many Class Members received a Notice of Settlement in June 2023. It was later discovered that 494 Class Members were inadvertently excluded from the June 2023 mailing. This updated Notice now advises of a few changes to the Settlement that occurred when these additional Class Members were added, including an increase in the Settlement Amount. Your updated share of the Settlement is set forth below, and you are being notified of new deadlines and the new final approval hearing date. Please review this updated Notice carefully.](#)

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**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]**

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>	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.
<b>OPT-OUT (EXCLUDE YOURSELF)</b>  <b>RESPONSE DEADLINE:</b> <b>DATE, 2023</b>	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.
<b>OBJECT</b>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The

<b>RESPONSE DEADLINE:</b> <span style="background-color: yellow;">                    </span> , 2023	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.
<b>DISPUTE YOUR PAY PERIODS WORKED</b>  <b>RESPONSE DEADLINE:</b> <span style="background-color: yellow;">                    </span> , 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.***

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED</b>	
<b>DATE:</b> <span style="background-color: yellow;">                    </span> , 2024 <sup>3</sup>  <b>TIME:</b> <span style="background-color: yellow;">                    </span> 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~~4,090,388.51~~ as the updated 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 \$1,363,462.84 ~~\$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~~\$16,000 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:

**Class Counsel:**

Brian Mankin, Esq.  
*brian@lmlfirm.com*  
Misty Lauby, Esq.  
*misty@lmlfirm.com*

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

**Settlement Administrator:**

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 "C"

**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).

\*\*Many Class Members received a Notice of Settlement in June 2023. It was later discovered that 494 Class Members were inadvertently excluded from the June 2023 mailing. This updated Notice now advises of a few changes to the Settlement that occurred when these additional Class Members were added, including an *increase in the Settlement Amount*. Your updated share of the Settlement is set forth below, and you are being notified of new deadlines and the new final approval hearing date. Please review this updated Notice carefully.

**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]**

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>	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.
<b>OPT-OUT (EXCLUDE YOURSELF)</b>  <b>RESPONSE DEADLINE:</b> <b>DATE, 2023</b>	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.
<b>OBJECT</b>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The

<b>RESPONSE DEADLINE:</b> <span style="background-color: yellow;">                    </span> , 2023	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.
<b>DISPUTE YOUR PAY PERIODS WORKED</b>  <b>RESPONSE DEADLINE:</b> <span style="background-color: yellow;">                    </span> , 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.***

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED</b>	
<b>DATE:</b> <span style="background-color: yellow;">                    </span> , 2024  <b>TIME:</b> <span style="background-color: yellow;">                    </span> 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 \$4,090,388.51 as the updated 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 \$1,363,462.84 (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 \$16,000 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:

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Tel: (949) 885-1360

**Settlement Administrator:**

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.

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**SERVICE LIST**

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