

MAR 10 2023

By: C. Beutler, Deputy

ELECTRONICALLY RECEIVEDSuperior Court of California,
County of San Diego

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JAIME MOEN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GENENTECH, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-00008619-CU-OE-CTL

(Assigned for all purposes to the Honorable
Katherine A. Bacal, Dept. C-69)

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: January 27, 2023

Time: 1:30 P.M.

Dept.: C-69

Complaint Filed: March 1, 2021

FAC Filed: March 10, 2022

Trial Date: Not Set

1 Plaintiff Jaime Moen ("Plaintiff") and Defendant Genentech, Inc. ("Defendant")
2 (collectively, the "Settling Parties") have entered into the Joint Stipulation of Class and PAGA
3 Action Settlement and Release ("Stipulation" or "Settlement Agreement") to settle the above-
4 captioned class action subject to the Court's approval (the "Settlement").

5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class and
6 PAGA Action Settlement. The Court has read, heard, and considered all the pleadings and
7 documents submitted, and the presentations made in connection with the Motion which came on
8 for hearing on January 27, 2023.

9 **I. BACKGROUND**

10 On March 1, 2021, Plaintiff initiated this action in the San Diego County Superior Court,
11 alleging the following causes of action: (1) violation of Labor Code §§ 510, 558, and 1194; (2)
12 violation of Labor Code §§ 201-203; violation of Labor Code § 226(a); violation of Business and
13 Professions Code § 17200, *et seq.*; and (5) violation of Labor Code §§ 2698, *et seq.*

14 Plaintiff subsequently filed a First Amended Class and Representative Complaint on
15 March 10, 2022, alleging causes of action for (1) violation of Labor Code §§ 510, 558, and 1194;
16 (2) violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226.7; (4) violation of
17 Labor Code § 226.7 and 512; (5) violation of Labor Code § 226(a); (6) violation of Business and
18 Professions Code § 17200, *et seq.*; and (7) violation of Labor Code §§ 2698, *et seq.*

19 **A. Class Members**

20 The "Settlement Class Members" or "Settlement Class" are comprised of "All current
21 and former non-exempt employees of Defendant in the State of California who earned overtime
22 wages or sick pay or meal- or rest-period premiums and nondiscretionary remuneration,
23 including without limitation, bonuses, incentives, and shift differentials, in the same pay period,
24 at any time at any time from September 2, 2016, through August 5, 2022."

25 **B. Operation of the Settlement**

26 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
27 Settlement Class and granted preliminary approval of the Settlement. The Preliminary Approval
28 Order also approved of the proposed form of class notice and notice plan. The Court entered the

1 Preliminary Approval Order after review and consideration of the pleadings filed in connection
2 herewith, and the oral presentations made by counsel at the hearing.

3 In compliance with the Preliminary Approval Order, the Notice of Class Action
4 Settlement and Release ("Class Notice") was sent to all Class Members via U.S. first class mail.
5 The notice dissemination process was timely completed.

6 This Court finds that the Settlement appears to be the product of serious, informed, non-
7 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
8 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
9 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
10 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
11 approval of a class action settlement under California law. Under the provisions of California
12 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
13 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821, the trial court
14 has discretion to certify a class where:

15 [Q]uestions of law or fact common to the members of the class
16 predominate over any questions affecting only individual members,
17 and that a class action is superior to the available methods for the
18 fair and efficient adjudication of the controversy....Fed. R. Civ.
Proc. 23.

19 Certification of a settlement class is the appropriate judicial device under these
20 circumstances.

21 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
22 FOLLOWS:

23 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
24 Settlement Agreement filed in this case.

25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representative, the other Settlement Class Members and Aggrieved Employees, and Defendant.

27 3. The Court finds that the dissemination of the Class Notice disseminated to the
28 Class Members, constituted the best notice practicable under the circumstances to all individuals

1 within the definition of the Settlement Class, and fully met the requirements of California law
2 and due process under the United States Constitution. No objections were received by the
3 Parties or the Court through the date of this Order.

4 4. The Court approves the settlement of the above-captioned action, as set forth in
5 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
6 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
7 Agreement.

8 5. Except as otherwise provided in the Settlement Agreement and in this Order, the
9 Settling Parties are to bear their own costs and attorneys' fees.

10 6. The Court hereby certifies the following Settlement Class for settlement purposes
11 only: All current and former non-exempt employees of Defendant in the State of California who
12 earned overtime wages or sick pay or meal- or rest-period premiums and nondiscretionary
13 remuneration, including without limitation, bonuses, incentives, and shift differentials, in the
14 same pay period, at any time from September 2, 2016, through August 5, 2022.

15 7. With respect to the Settlement Class and for purposes of approving the Settlement
16 only and for no other purpose, this Court finds and concludes that: (a) the members of the
17 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
18 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
19 community of interest among Members of the Settlement Class with respect to the subject matter
20 of the claims in the Litigation; (c) the claims of Class Representative are typical of the claims of
21 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
22 protected the interests of the members of the Settlement Class; (e) a class action is superior to
23 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
24 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
25 Plaintiff in his individual and representative capacity and for the Settlement Class.

26 8. Defendant shall fund \$4,000,000.00 of the total Maximum Settlement Amount
27 pursuant to the terms of the Settlement Agreement.

28 9. The Court approves the individual settlement payment amounts, which shall be

distributed pursuant to the terms of the Settlement Agreement.

10. The \$4,000,000.00 Maximum Settlement Amount shall be used to pay (a) Class Counsel attorneys' fees in the amount of ~~\$1,333,333.33~~ ^{\$1,000,000} and reimbursement of costs in the amount of \$5,508.09; (b) a service award to the Class Representative Jaime Moen to reimburse him for his unique services in the following amount: \$20,000.00; (c) the sum of \$150,000.00 to be paid to the California Labor & Workforce Development Agency ("LWDA") for PAGA Penalties; and (d) \$28,950.00 to the administrator Phoenix Settlement Administrators (the "Settlement Administrator") for its fees and costs relating to the settlement administration process. The Court finds that these amounts are fair and reasonable. Defendant is directed to make such payments in accordance with the terms of the Settlement Agreement. The allocation and distribution of these amounts shall be performed by Settlement Administrator.

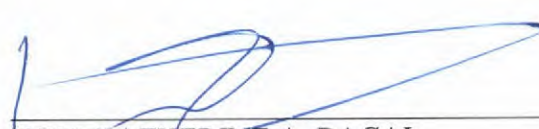
11. Funds from Settlement Class Members' uncashed checks (upon the expiration date) shall be distributed to the *cy pres* recipient, Legal Aid At Work.

12. The Settlement Agreement is not an admission of liability or wrongdoing by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any fault, omission, or wrongdoing by Defendant.

13. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

DATED: 3/19/23


HON. KATHERINE A. BACAL
SUPERIOR COURT OF CALIFORNIA