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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
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 24, 2022

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's ("Plaintiff") Motion for Preliminary Approval of Class Action
2 and PAGA Settlement came on for hearing on June 24, 2022, the Honorable Katherine A. Bacal
3 presiding, in Department C-69 of the above-referenced Court.

4 The Court has considered the Joint Stipulation of Class and PAGA Action Settlement and
5 Release ("Stipulation" or "Settlement Agreement") entered into by Plaintiff and Defendant
6 Genentech, Inc. ("Defendant"), and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
10 and reasonable to the Class;

11 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
12 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
13 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

14 3. The Court hereby conditionally certifies the following Class for settlement
15 purposes only:

16 All current and former non-exempt employees of Defendant in the
17 State of California who earned overtime wages or sick pay or
18 meal- or rest-period premiums and nondiscretionary remuneration,
19 including without limitation, bonuses, incentives, and shift
20 differentials, in the same pay period, at any time during the Class
21 Period.

22 Should for whatever reason the Settlement Agreement not become Final, the fact that the
23 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
24 shall have no bearing on this case and shall not be admissible for any reason.

25 4. The Court preliminarily finds named Plaintiff Jaime Moen is a suitable class
26 representative for settlement purposes only.

27 5. The Court appoints and designates for settlement purposes only: (a) Plaintiff
28 Jaime Moen as the Class Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity
Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
the Class with respect to all acts or consents required by, or which may be given, pursuant to the

1 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement
2 Agreement and its terms. Any Class Member may enter an appearance through his or her own
3 counsel at such Class Member's own expense. Any Class Member who does not enter an
4 appearance or appear on his or her own behalf will be represented by Class Counsel.

5 6. The Court hereby approves the terms and conditions provided for in the
6 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
7 falls within the range of reasonableness of a settlement, including the amount of the PAGA
8 penalties, and appears to be presumptively valid, subject only to any objections that may be
9 raised by the filing of a Notice of Objection as set forth in the Settlement Agreement. It appears
10 to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all
11 potential Class Members when balanced against the probable outcome of further litigation
12 relating to liability and damages issues. It also appears that substantial investigation and
13 discovery, research, and court proceedings have been conducted so that counsel for the Settling
14 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
15 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
16 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
17 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
18 arm's-length negotiations.

19 7. A final fairness hearing on the question of whether the proposed Settlement
20 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
21 Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency,
22 and the Plaintiff's Enhancement Award should be finally approved as fair, reasonable, and
23 adequate as to the members of the Class is hereby set for _____ at
24 _____ in this Court.

25 8. The Court hereby approves, as to form and content, the Notice of Class and
26 PAGA Action Settlement and Release ("Class Notice") to be sent to Class Members, which is
27 attached as **Exhibit A** to the Settlement Agreement. The Court finds that the Class Notice
28 constitutes the best notice practicable under the circumstances and is in full compliance with the

1 laws of the State of California, the United States Constitution, and the requirements of Due
2 Process. The Court further finds that the Class Notice appears to inform the Settlement Class
3 Members of all material elements of the Settlement Agreement fully and accurately, the
4 proposed fees and costs of administration, the right to be excluded from the class, the right and
5 opportunity to object to the Settlement, details about the court hearing on final approval of the
6 Settlement, and how to obtain additional information. The Class Notice shall be mailed via first
7 class United States mail to the most recent known address of each Settlement Class Member in
8 accordance with the Settlement Agreement.

9 9. The Court appoints and designates Phoenix Settlement Administrators as the
10 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
11 approved Class Notice to Class Members using the procedures set forth in the Settlement
12 Agreement.

13 10. The Court approves the proposed procedure for exclusion from the class by
14 submitting a Request for Exclusion as set forth in the Settlement Agreement. Any Class Member
15 may choose to opt out of and be excluded from the settlement as provided in the Settlement
16 Agreement and Class Notice and by following the instructions for requesting exclusion. With the
17 exception of the Released PAGA Claims, any person who timely and properly opts out of the
18 settlement will not be bound by the Settlement Agreement, or have any right to object, appeal, or
19 comment thereon. Any opt-out request must be in writing and signed by each such Class
20 Member opting out and must otherwise comply with the requirements delineated in the Class
21 Notice. Class Members who have not requested exclusion by submitting a valid and timely opt-
22 out request, by the opt-out deadline, shall be bound by all determinations of the Court, the
23 Settlement Agreement, and Final Judgment finally approving and entering the terms of the
24 Settlement Agreement.

25 11. Any Class Member may object to the Settlement Agreement or express his or her
26 views regarding the Settlement Agreement and may present evidence and file briefs or other
27 papers, to the extent there are any, that may be proper and relevant to the issues to be heard and
28 determined by the Court as provided in the Class Notice.

12. The Motion for Final Approval, along with any appropriate declaration(s) and supporting evidence, including a declaration setting forth the identity of any Class Members who submitted a valid Request for Exclusion or Notice of Objection, shall be filed by the Class Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

13. The Court orders that, pending further order of this Court, all proceedings in this case, except those contemplated herein and in the Settlement Agreement, are stayed.

14. **Schedule of Events.** Based on this Order and the terms of the Settlement Agreement, the following events are triggered on the dates set forth below:

Event	Date
Preliminary Approval Order – Entry	
Settlement Class Members’ data to Settlement Administrator (20 days after entry of this Order)	
Notice Distribution to all Class Members (7 days after Settlement Administrator’s receipt of class members’ data from Defendant)	
Last day to submit a valid Request for Exclusion or Notice of Objection to the Settlement (postmarked on or before 45 days after the initial mailing of the Class Notices) ¹	
Deadline to dispute number of Eligible Class Pay Periods or Eligible PAGA Pay Periods (postmarked on or before 45 days after the initial mailing of the Class Notices) ²	
Deadline to file Motion for Final Approval of Settlement (16 court days before Final Approval Hearing)	
Final Approval Hearing	

¹ For any Class Notices that are returned to the Settlement Administrator as undeliverable on or before the Response Deadline and re-mailed to Class Members, those Class Members will have their Response Deadline extended by 10 calendar days, from the date the Settlement Administrator re-mails the Class Notice.

² Settlement Class Members and Aggrieved Employees who received a re-mailed notice will have their Response Deadline extended by 10 calendar days, from the date of the remailing, to submit a valid Pay Period Dispute.

1 15. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement without further notice to the
3 Class.

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5 IT IS SO ORDERED.

6 DATED: _____

7 HON. KATHERINE A. BACAL
8 SUPERIOR COURT OF CALIFORNIA
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