

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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)

**DECLARATION OF JAIME MOEN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION 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

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I, Jaime Moen, hereby declare and state as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant Genentech, Inc. (“Defendant”) as a Lead Process Master Mechanic from about 2008 to about November 4, 2020. During my employment with Defendant, I worked as a non-exempt, hourly employee.

3. During my employment, I regularly worked overtime and was paid non-discretionary remuneration such as bonuses, incentives, and shift differentials. I was also paid wages for sick time and premium pay for missed or incomplete meal and/or rest breaks.

4. During workweeks when I was paid overtime wages and non-discretionary pay, I was underpaid overtime wages. In this regard, the overtime wages were paid only at my base rate of pay instead of the correct, higher regular rate of pay.

5. Similarly, I was also underpaid sick pay wages. Whenever sick pay wages were paid to me, it was paid at my base rate of pay, rather than the correct, higher regular rate of pay that included any non-discretionary pay.

6. When I was paid meal and/or rest period premium pay, the wages were likewise paid at my base rate of pay instead of the correct, higher regular rate of pay. As such, I am owed additional meal and rest break premium pay calculated based on my regular rate of pay.

7. Lastly, I was not issued accurate wage statements by Defendant.

8. I understand that this action was brought on behalf of all other employees of Defendant in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class and PAGA claims as alleged in the Complaint separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as

1 representative for the Class.

2 9. I have and continue to be willing to assist in the investigation of this matter. As
3 Class Representative, I have discussed the case with my attorneys on several occasions; searched
4 for and provided any necessary information and documents to my attorneys, including my
5 paystubs, letters and e-mails, policy documents, and other employment documents; reviewed
6 documents and pleadings in this case, including my PAGA letter, the complaint, the settlement
7 agreement, and my declaration. In addition, I will also make myself available for trial or any
8 further proceedings in this matter as required to represent the interests of the Class. I also
9 understand my duties and responsibilities to the proposed Class and will carry out those duties as
10 necessary.

11 10. I have reviewed the Settlement Agreement and discussed its terms with my
12 attorneys. Based on the information provided, I believe the settlement to be fair, adequate, and
13 reasonable for myself and for the entire Class.

14 11. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
15 positive accomplishment and understand that other people will benefit because of the actions that
16 I have taken. I believe that the class settlement is fair, adequate, and reasonable.

17 12. I understand that I could have been liable for Defendant's legal costs had
18 Defendant prevailed in this lawsuit. I also understand that this lawsuit was filed in the public
19 court records, which may affect my ability to obtain future employment.

20 13. As part of the settlement, I provided a general release of all claims, including a
21 waiver under California Civil Code section 1542, as well as a waiver under the Age
22 Discrimination in Employment Act (ADEA), which I understand was not required of any other
23 Class Members.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 27 day of May 2022, at 1549, California.

27 
Jaime Moen (May 27, 2022 15:51 PDT)

28 Jaime Moen