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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 MARCUS FRENCH, on behalf of himself
15 and others similarly situated,

16 Plaintiff,

17 vs.

18 LONZA BIOLOGICS, INC. a Delaware
19 corporation, and DOES 1 to 50, Inclusive,

20 Defendants.

Case No.: 21STCV08097

Assigned for all Purposes to:
Hon. Stuart M. Rice
Dept. SSC-1

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS AND JUDGMENT THEREON**

Date: February 3, 2023
Time: 10:30 a.m.
Dept.: SSC-1

FILED
Superior Court of California
County of Los Angeles

02/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and award of attorney's fees and costs, and having heard argument on
3 the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation and Class Action Settlement Agreement, attached as Exhibit 1 to
7 the Declaration of Zachary M. Crosner (filed on January 18, 2022) (the "Settlement Agreement"),
8 is the product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its August
14 15, 2022 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes "All
16 individuals employed by defendant Lonza Biologics, Inc. ("Lonza") as a non-exempt employee in
17 the State of California for the period from March 2, 2017 through January 1, 2022."

18 4. The Court adjudges Plaintiff and the Participating Settlement Class Members to
19 have released and forever discharged the Released Parties (as defined in the Settlement
20 Agreement), to the fullest extent permitted by law, from any and all claims, demands, damages,
21 debts, liabilities, actions, causes, and/or causes of action arising or accruing at any time prior to the
22 date of Preliminary Approval that were asserted in the Complaints and/or that could have been
23 asserted in the Complaints based on the facts and/or legal allegations alleged in the Complaints,
24 including claims for: failure to pay for all hours worked; failure to pay minimum wages; failure to
25 pay overtime wages; failure to adopt a valid alternative workweek schedule; failure to provide rest
26 periods; failure to provide meal periods; failure to pay all wages upon termination; failure to
27 provide accurate wage statements; unfair competition based upon the alleged Labor Code
28 violations; restitution for any of the foregoing; any penalties, including statutory and civil

1 penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the
2 foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts
3 related to any or all of the foregoing. The release includes, but is not limited to, any and all claims
4 pursuant to: California Business and Professions Code section 17200 *et seq.* based upon the
5 alleged Labor Code violations; California Labor Code sections 201, 201.3, 202, 203, 204, 204.1,
6 204.2, 226, 226.7, 245-249, 510, 511, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 2802, and the
7 applicable California Industrial Welfare Commission Wage Orders. The Court further adjudges
8 Plaintiff and the PAGA Representative Action Members to have released and forever discharged
9 the Released Parties (as defined in the Settlement Agreement), to the fullest extent permitted by
10 law, from any and all means any and all claims, demands, damages, debts, liabilities, actions,
11 causes, and/or causes of action arising or accruing at any time prior to the date of Preliminary
12 Approval for civil penalties pursuant to PAGA that were asserted in the Complaints and/or that
13 could have been asserted in the Complaints based on the facts and/or legal allegations alleged in
14 the Complaints. The PAGA Released Claims include, but are not limited to, all claims for PAGA
15 civil penalties (under California Labor Code section 2698 *et seq.*) premised on alleged violations
16 of California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221-223,
17 225.5, 226, 226.6, 226.7, 233-234, 245-249, 256, 432.7, 510, 512, 558, 558.1, 1024.5, 1174,
18 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2810.5; all applicable Industrial
19 Welfare Commission Wage Orders, including, No. 1-2001; California Civil Code § 1786, *et seq.*;
20 and 15 U.S.C. § 1681, *et seq.*

21 5. The Court further adjudges that Plaintiff Marcus French only, in addition to the
22 claims being released by all Participating Class Members, to have released and forever discharged
23 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known
24 and unknown, asserted and not asserted, which Plaintiff had or may have against the Released
25 Parties as of the date of execution of the Settlement Agreement.

26 6. Class Member Kimberley Summers submitted a timely and valid request to be
27 excluded from the Settlement. Accordingly, this individual is excluded from the Class and is not
28 bound by the Settlement Agreement and this Order and Judgment.

1 7. The Settlement Administrator is ordered to distribute to the Participating
2 Settlement Class Members their respective individual settlement payments from the Net Class
3 Settlement Amount as provided in the Settlement Agreement. The Settlement Administrator is
4 ordered to distribute to the PAGA Representative Action Members their respective portion of the
5 PAGA Amount as provided in the Settlement Agreement. Funds attributable to uncashed checks
6 that remain after the check void date shall be forwarded to Legal Aid at Work, which is hereby
7 approved by the Court as *cy pres* beneficiary. No funds shall revert to Lonza.

8 8. The Court further orders that the Class Members be provided with notice of this
9 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
10 copy of this Order and Judgment on its website.

11 9. The Court approves an award of attorney's fees to Class Counsel's in the amount of
12 \$185,314.50, and an award of costs and expenses in the amount of \$12,365.94. Such amounts
13 shall be paid as provided in the Settlement Agreement.

14 9. The Court approves a service payment to plaintiff and Class Representative Marcus
15 French in the amount of \$7,500.00, and the Settlement Administrator is ordered to make such
16 payment consistent with the terms of the Settlement Agreement.

17 10. The Court approves civil penalties under the Private Attorney's General Act,
18 California Labor Code sections 2698, *et seq.* ("PAGA"), in the amount of \$55,650.00, and finds
19 such amount is fair, reasonable and adequate, and advances the purposes underlying PAGA. The
20 Settlement Administrator is ordered to distribute such amount to the Labor & Workforce
21 Development Agency (75%, or \$41,737.50) and PAGA Members (25%, or \$13,192.50) consistent
22 with the terms of the Settlement Agreement and PAGA.

23 11. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,
24 shall be paid from the Gross Settlement Amount in an amount not to exceed \$5,500.00. As set
25 forth in the Declaration of Stephen Gomez, the Settlement Administrator is owed \$5,500.00 for
26 services rendered and to be rendered in administering the settlement. The Court therefore orders
27 that Simpluris be paid the amount of \$5,500.00 from the Gross Settlement Amount consistent with
28 the terms of the Settlement Agreement.

1 12. Plaintiff is ordered to file a final compliance report, supported by a declaration
2 from the Settlement Administrator, summarizing all distributions made pursuant to the Settlement
3 Agreement and this Order and Judgment no later than 02/07/2024 . Plaintiff is further ordered
4 to submit a proposed Amended Judgment consistent with Code of Civil Procedure section 384
5 concurrently with the final compliance report.

6 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
7 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
8 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
9 contemplated becomes effective and each and every act agreed to be performed by the parties has
10 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
11 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
12 construction, and interpretation of the Settlement Agreement.

13 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
14 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
15 This Order is not a finding of the validity or invalidity of any claims in this action or a
16 determination of any wrongdoing by any party. The final approval of the parties' settlement will
17 not constitute any opinion, position or determination of this Court as to the merits of the claims or
18 defenses of any party.

19 15. Judgment is hereby entered as follows: Plaintiff Marcus French and the
20 Participating Class Members, consisting of all individuals employed by Lonza as a non-exempt
21 employee in the State of California from March 2, 2017 through January 1, 2022, who have not
22 otherwise opted out, shall take nothing from Lonza, except as set forth in the Settlement
23 Agreement.

24 16. The Court shall retain jurisdiction over the parties to interpret, implement and
25 enforce this Judgment.

26
27 Dated: 02/03/2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the judge's name.

Stuart M. Rice / Judge

Judge of the Superior Court

1 PROOF OF SERVICE

2 *MARCUS FRENCH VS. LONZA BIOLOGICS INC., et al.*
3 *Los Angeles County Superior Court Case No. 21STCV08097*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On February 2, 2023, I served true copies of the following document(s) described as

8 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF**
9 **CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND**
10 **COSTS AND JUDGMENT THEREON**

11 on the interested parties in this action as follows:

12 SEE ATTACHED SERVICE LIST

13 XX BY ELECTRONIC TRANSMISSION. BYELECTRONIC TRANSMISSION. Pursuant to
14 the Court's Order re Electronic Service, I caused the documents described above to be E-Served
15 through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere
16 to the addressee(s) listed

17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct and that I am employed in the office of a member of the bar of this
19 Court at whose direction the service was made.

20 Executed on February 2, 2023, at Los Angeles, California.

21 
22 Ashley Gutierrez

23 **SERVICE LIST**

24 **Attorneys for Defendant**
25 **LONZA BIOLOGICS, INC.**

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