

1. Name of the party submitting the proposed order:
Plaintiff Jos[eh Daguil
2. Title of the proposed order:
[Proposed] Preliminary Approval Order
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval
 - b. Date and time: June 8, 2022 at 1:30 p.m.
 - c. Place: Dept. 1
4. The proposed order was served on the other parties in the case.

/s/ Kyle Nordrehaug
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Daguil v. Roche Sequencing Solutions

CASE NUMBER:

22CV393408

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

2255 Calle Clara, La Jolla, CA 92037

b. My electronic service address is (*specify*): kyle@bamlawca.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Scott Morrison, attorney for Defendant

b. To (*electronic service address of person served*): scott.morrison@orrick.com

c. On (*date*): 5/11/2023

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: May 11, 2023

Kyle Nordrehaug

(TYPE OR PRINT NAME OF DECLARANT)



s/ Kyle Nordrehaug

(SIGNATURE OF DECLARANT)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JOSEPH DAGUIL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

ROCHE SEQUENCING SOLUTIONS, INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **22CV393408**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 8, 2023
Hearing Time: 1:30 p.m.

Judge: Hon. Sunil R. Kulkarni
Dept.: 1

Action Filed:
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Sunil R. Kulkarni of the Superior Court of the
2 State of California, in and for the County Santa Clara, on June 8, 2023, for the motion by Plaintiff
3 Joseph Daguil (“Plaintiff”) for preliminary approval of the class settlement with Defendant Roche
4 Sequencing Solutions, Inc. (“Defendant”). The Court, having considered the briefs, argument of
5 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
11 preliminary approval is based on the Court’s determination that the Settlement set forth in the
12 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
13 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all
15 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. The Gross Settlement Amount is Eight Hundred Thousand Dollars (\$800,000). It
17 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
18 and reasonable as to all potential Class Members when balanced against the probable outcome of
19 further litigation and the significant risks relating to certification, liability and damages issues. It
20 further appears that investigation and research have been conducted such that counsel for the
21 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
22 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
23 the delay and risks that would be presented by the further prosecution of the Action. It further
24 appears that the Agreement has been reached as the result of serious and non-collusive, arms-
25 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,
26 and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty
3 Thousand Dollars (\$20,000), and a proposed Class Representative Service Payment to the Plaintiff
4 in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) The Court will not
5 approve the amount of attorneys' fees and litigation expenses, nor the amount of any service
6 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
7 these requests prior to final approval.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who were
12 employed by Defendant in California and classified as a non-exempt employee at any time during
13 the Class Period." The Class Period is January 18, 2018 to February 1, 2023.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class;
20 (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a
21 class action is superior to other available methods for the efficient resolution of this controversy;
22 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an
23 adequate representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
26 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

27 8. The Court hereby approves, as to form and content, the Court Approved Notice of
28

1 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
2 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
3 accurately inform the Class of all material elements of the proposed Settlement, of the Class
4 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
5 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
6 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
7 and this Order meets the requirements of due process, is the best notice practicable under the
8 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
9 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
10 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
11 Settlement Administrator will promptly search for a more current address for the Class Member
12 and re-mail the Class Notice Packet to the Class Member.

13 9. The Court hereby appoints ILYM Group as Administrator for the Settlement. No
14 later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide to the
15 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
16 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
17 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
18 written authorization or by order of the Court. The Administrator will perform address updates
19 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
20 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
21 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
22 U.S. Mail.

23 10. The Court hereby preliminarily approves the proposed procedure for exclusion
24 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
25 from the Class as provided in the Class Notice by following the instructions set forth in the Class
26 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
27 which is sixty (60) calendar days after the Administrator initially mails the Class Notice Packets to
28

1 the Class Members. If the Class Notice Packet is re-mailed, this Response Deadline will be
2 extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and be
3 excluded from the Class will not be entitled to any recovery under the Settlement and will not be
4 bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved
5 Employees shall be sent their Individual PAGA Payment and will be subject to the release of the
6 Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who
7 have not requested exclusion shall be bound by all determinations of the Court, the Agreement,
8 and the Judgment. A request for exclusion applies only to the individual submitting the request
9 for exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals
10 (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

11 11. Any Class Member who has not opted-out may appear at the Final Approval
12 Hearing and may object or express the Class Member's views regarding the Settlement and may
13 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
14 heard and determined by the Court as provided in the Class Notice. Class Members will have
15 until the Response Deadline set forth in the Class Notice to submit their written objections to the
16 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
17 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
18 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
19 objection.

20 12. A Final Approval Hearing shall be held before this Court on October 26, 2023 at
21 1:30 p.m. in Department 1 at the of the Santa Clara County Superior Court to determine all
22 necessary matters concerning the Settlement, including: whether the proposed settlement of the
23 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
24 and should be finally approved by the Court; whether the Final Approval Order and Judgment
25 should be entered herein; whether the plan of allocation contained in the Agreement should be
26 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
27 fees and costs, the service award, and the expenses of the Administrator. The motion for final
28

1 approval and the motion for attorneys' fees, costs and service award shall be filed with the Court
2 and served on all counsel no later than sixteen (16) court days before the hearing and both motions
3 shall be heard at the Final Approval Hearing.

4 13. Neither the Settlement nor any exhibit, document, or instrument delivered
5 thereunder shall be construed as a concession or admission by Defendant in any way that the
6 claims asserted have any merit or that this Action was properly brought as a class or representative
7 action, and shall not be used as evidence of, or used against Defendant as, an admission or
8 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
9 omission by Defendant or with respect to the truth of any allegation asserted by any person.
10 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
12 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
13 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
14 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
15 liability, fault, wrongdoing, omission, concession or damage.

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that no claim in the
22 Action could be certified as a class action and/or managed as a representative action. In such an
23 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation or otherwise for any purpose.

25 15. The Court reserves the right to adjourn or continue the date of the Final Approval
26 Hearing and all dates provided for in the Agreement without further notice to Class Members and
27
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
4 further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

6

7 Dated: _____

8

HON. SUNIL R. KULKARNI
JUDGE, SUPERIOR COURT OF CALIFORNIA

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PRELIMINARY APPROVAL ORDER