

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

KAMLESH KRISHNA, as an individual and on behalf of all others similarly situated,	)	Case No.: 22CV397316
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR PRELIMINARY APPROVAL
v.	)	OF CLASS ACTION AND PAGA
	)	SETTLEMENT
	)	
CEPHEID, et al.,	)	Dept. 7
	)	
Defendants.	)	

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Kamlesh Krishna and Rex Servania (collectively, "Plaintiffs") allege that Defendant Cepheid ("Defendant") committed various wage and hour violations. Before the Court is Plaintiffs' motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court will GRANT the motion.

I. BACKGROUND

According to the allegations of the operative Third Amended Complaint ("TAC"), Ms. Krishna was employed by Defendant from November 2021 to April 12, 2022, as an order picker, a non-exempt, hourly-paid position, in the logistics department at Defendant's Lodi, California location. (TAC, ¶ 6.) Mr. Servania was employed by Defendant from April 2019 to May 9,

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

2022, as a maintenance engineer, also a non-exempt, hourly-paid position, in Sunnyvale. Plaintiffs allege that Defendant failed to pay sick pay at the regular rate of pay as mandated by law and also failed to provide accurate itemized wage statements.

Based on the foregoing, Plaintiff Krishna initiated this action on April 26, 2022 with the filing of a class action complaint. Ms. Krishna filed a first amended complaint on June 29, 2022, adding a claim under PAGA and Mr. Servania as a plaintiff. Defendant subsequently demurred to the FAC, which was overruled by the Court on January 3, 2023. Plaintiffs filed a second amended complaint on January 5, 2023, dismissing their claim for violation of Labor Code section 204. Defendant filed a writ petition challenging the Court's order on its demurrer; the Court of Appeal denied the writ petition on March 11, 2023. Plaintiffs filed the TAC on June 28, 2023, asserting the following causes of action: (1) violation of Labor Code §§ 201-203, 233 and 246; (2) violation of Labor Code § 226(a); (3) violation of Labor Code § 2698, et seq.; and (4) violation of Business & Professions Code § 17200, et seq.

Plaintiffs now seek an order: preliminarily approving the Class and Representative Action Settlement Agreement; conditionally certifying the Class for settlement purposes; approving the notice and the plan for distribution; appointing Plaintiffs as Class representatives for settlement purposes; appointing Larry W. Lee of Diversity Law Group, P.C., William L. Marder of Polaris Law Group, Edward W. Choi of Law Offices of Choi & Associates and Dennis S. Hyun of Hyun Legal, APC, as Class Counsel; appointing CPT Group ("CPT") as the settlement administrator; and scheduling a final approval hearing.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad

1 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
2 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
3 260.)

4 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
5 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
6 complexity and likely duration of further litigation, the risk of maintaining class action status
7 through trial, the amount offered in settlement, the extent of discovery completed and the stage
8 of the proceedings, the experience and views of counsel, the presence of a governmental
9 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
10 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

11 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
12 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
13 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
14 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
15 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
16 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
17 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
18 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
19 marks omitted.) The trial court also must independently confirm that “the consideration being
20 received for the release of the class members’ claims is reasonable in light of the strengths and
21 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
22 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
23 “provided with basic information about the nature and magnitude of the claims in question and
24 the basis for concluding that the consideration being paid for the release of those claims
25 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

1 **B. PAGA**

2 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
3 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
4 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
5 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
6 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
7 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
8 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
9 *Moriana* (2022) 596 U.S. 639.)

10 Similar to its review of class action settlements, the Court must “determine independently
11 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
12 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
13 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
14 remediate present labor law violations, deter future ones, and to maximize enforcement of state
15 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
16 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
17 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
18 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
19 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

20 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
21 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
22 verdict].) But a permissible settlement may be substantially discounted, given that courts often
23 exercise their discretion to award PAGA penalties below the statutory maximum even where a
24 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
25 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT PROCESS

Prior to the settlement of this action, the parties thoroughly investigated the facts relating to the class and PAGA claims alleged in this lawsuit and engaged in a thorough study of the legal principles applicable to the claims asserted against Defendant. The parties also engaged in informal and formal discovery, through which Plaintiffs' counsel obtained necessary data pertaining to the number of putative class members, a sampling and time and payroll records, as well as information pertaining to Defendant's commission pay and wage statement policies and practices. This information enabled Plaintiffs' counsel to evaluate Defendant's potential liability and maximum exposure.

After Defendant's writ petition was denied by the Court of Appeal, the parties agreed to mediate the action, and subsequently participated in a full-day session with mediator Daniel J. Turner on November 2, 2023. The parties did not reach an agreement at mediation, but Mr. Turner issued a Mediator's Proposal, which was accepted by the parties.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement is \$750,000. Attorney's fees of up to \$250,000 (one-third of the gross settlement), litigation costs not to exceed \$30,000 and administration costs not to exceed \$11,000 will be paid from the gross settlement. \$75,000 will be allocated to PAGA penalties, 75% of which (\$56,250) will be paid to the LWDA, with the remaining 25% distributed, on a pro rata basis, to "PAGA Members," who are defined as "all non-exempt California employees of Cepheid who were paid non-discretionary incentive wages covering any period in which sick pay was paid to the employees by Cepheid between April 25, 2021 and December 22, 2022, and whose employment ended, either voluntarily or involuntarily at any time from April 25, 2021 to February 6, 2024." Plaintiffs will each seek an enhancement award of \$10,000.

1 The estimated net settlement of approximately \$382,750 will be allocated, on a pro-rata
2 basis based on the number of weeks worked during the class period, to members of the “Class,”
3 which is defined as “all non-exempt California employees of Cepheid who were paid non-
4 discretionary incentive wages covering any periods in which sick pay was paid to the employee
5 between April 25, 2019 and December 22, 2022, and whose employment ended, either
6 voluntarily or involuntarily, at any time from April 25, 2019 to February 6, 2024 excluding those
7 individuals who executed a severance agreement releasing the claims herein.” For tax purposes,
8 settlement payments will be allocated 5% to wages and 95% to penalties. The PAGA payment
9 will be allocated 100% as income. Funds associated with checks uncashed after 180 days will be
10 transmitted to the Controller of the State of California to be held in trust for such class members
11 pursuant to California unclaimed property law.

12 In exchange for settlement, Class Members who do not opt out will release:

13 [A]ny and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
14 expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature,
15 whether known or unknown, contingent or accrued, that were alleged or that reasonably could
16 have been alleged based on the facts alleged in the Action, including, but not limited to, any
17 claims for purported sick pay wages, “waiting time” penalties, wage-statement penalties, claims
18 under the applicable Wage Orders, and claims under Labor Code sections 200, 201, 202, 203,
19 204, 218.5, 226, and 246, based on purported sick pay wages paid between April 25, 2019
20 through December 22, 2022.

21 PAGA Members, who consistent with the statute will not be able to opt out of the PAGA
22 portion of the settlement, will release:

23 [A]ny and all claims under the Private Attorneys General Act of 2004 (Labor Code §§
24 2698 et seq.) that were or could have been asserted based on the facts alleged in Plaintiff’s
25 written notice submitted to the LWDA, regardless of theory of liability, including claims for

1 wages or sick pay benefits, “waiting time” penalties, wage-statement penalties, civil penalties,
2 and claims predicated upon the applicable Wage Orders or Labor Code sections 200, 201, 202,
3 203, 204, 226, 246. This release is conditioned upon the release by all PAGA Employees as to
4 the released claims set forth above, and upon covenants by all PAGA Employees that they will
5 not participate in any proceeding seeking penalties as to the released claims set forth above based
6 on purported sick pay wages paid between April 25, 2021 through and December 22, 2022.

7 The foregoing release is appropriately tailored to the allegations at issue. (See *Amaro v.*
8 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

9 **V. FAIRNESS OF SETTLEMENT**

10 Based on available data, Plaintiffs’ counsel estimated Defendant’s maximum exposure at
11 a total of approximately \$4,482,000, with specific claims valued thusly: \$58,725.52 (underpaid
12 sick pay); \$131,948.72 (penalties for failure to provide accurate itemized statement);
13 \$3,038,656.10 (penalties for failure to pay wages to discharged employee); \$1,253,100 (PAGA
14 penalties).

15 In evaluating whether to settle this action, Plaintiffs’ counsel offset Defendant’s
16 maximum theoretical liability by: the risk of class certification being denied; Defendant’s
17 arguments on the merits; the difficulty of establishing the willfulness of Defendant’s actions; and
18 the risk of losing at trial or on appeal. The settlement figure of \$750,000 represents 17% of the
19 maximum class and PAGA penalties.

20 Considering the portion of the case’s value attributable to uncertain penalties, claims that
21 could be difficult to certify for class treatment, and the multiple, dependent contingencies that
22 Plaintiffs would have had to overcome to prevail on their claims, the settlement achieves a good
23 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
24 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
25 in light of the statute’s purposes.

ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 Of course, the Court retains an independent right and responsibility to review the
2 requested attorney fees and award only so much as it determines to be reasonable. (See
3 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
4 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
5 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
6 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
7 reasonableness of a percentage fee through a lodestar calculation].)

8 **VI. PROPOSED SETTLEMENT CLASS**

9 Plaintiffs request that the following settlement class be provisionally certified:

10 All non-exempt California employees of Cepheid who were paid non-discretionary
11 incentive wages covering any periods in which sick pay was paid to the employee between April
12 25, 2019 and December 22, 2022, and whose employment ended, either voluntarily or
13 involuntarily, at any time from April 25, 2019 to February 6, 2024 excluding those individuals
14 who executed a severance agreement releasing the claims herein.

15 **A. Legal Standard for Certifying a Class for Settlement Purposes**

16 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
17 approving or denying certification of a provisional settlement class after [a] preliminary
18 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
19 class “when the question is one of a common or general interest, of many persons, or when the
20 parties are numerous, and it is impracticable to bring them all before the court”

21 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
22 (1) an ascertainable class and (2) a well-defined community of interest among the class
23 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
24 *Drug Stores*)). “Other relevant considerations include the probability that each class member
25 will come forward ultimately to prove his or her separate claim to a portion of the total recovery

1 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
2 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
3 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
4 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

5 In the settlement context, “the court’s evaluation of the certification issues is somewhat
6 different from its consideration of certification issues when the class action has not yet settled.”
7 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
8 settlement-only context, the case management issues inherent in the ascertainable class
9 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
10 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
11 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
12 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

13 **B. Ascertainable Class**

14 A class is ascertainable “when it is defined in terms of objective characteristics and
15 common transactional facts that make the ultimate identification of class members possible when
16 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
17 (*Noel*.) A class definition satisfying these requirements “puts members of the class on notice
18 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
19 opt out, or do nothing and live with the consequences. This kind of class definition also
20 advances due process by supplying a concrete basis for determining who will and will not be
21 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

22 “As a rule, a representative plaintiff in a class action need not introduce evidence
23 establishing how notice of the action will be communicated to individual class members in order
24 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
25 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to

1 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
2 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
3 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
4 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
5 own account records. No more is needed.”].)

6 Here, the estimated 415 class members are readily identifiable based on Defendant’s
7 records, and the settlement class is appropriately defined based on objective characteristics. The
8 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

9 **C. Community of Interest**

10 The “community-of-interest” requirement encompasses three factors: (1) predominant
11 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
12 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
13 Cal.4th at pp. 326, 332.)

14 For the first community of interest factor, “[i]n order to determine whether common
15 questions of fact predominate the trial court must examine the issues framed by the pleadings
16 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
17 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
18 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
19 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
20 jointly tried, when compared with those requiring separate adjudication, are so numerous or
21 substantial that the maintenance of a class action would be good for the judicial process and to
22 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
23 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts
24 common to all members of the class, a class will be certified even if the members must
25 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

1 Here, common legal and factual issues predominate. Plaintiffs' claims all arise from
2 Defendant's wage and hour practices (and others) applied to the similarly-situated class
3 members.

4 As for the second factor, "[t]he typicality requirement is meant to ensure that the class
5 representative is able to adequately represent the class and focus on common issues. It is only
6 when a defense unique to the class representative will be a major focus of the litigation, or when
7 the class representative's interests are antagonistic to or in conflict with the objectives of those
8 she purports to represent that denial of class certification is appropriate. But even then, the court
9 should determine if it would be feasible to divide the class into subclasses to eliminate the
10 conflict and allow the class action to be maintained. (*Medraza v. Honda of North Hollywood*
11 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

12 Like other members of the class, Plaintiffs were employed by Defendants as non-exempt,
13 hourly-paid employees and allege that they experienced the violations at issue. The anticipated
14 defenses are not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are
15 otherwise in conflict with those of the class.

16 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
17 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
18 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
19 representative does not necessarily have to incur all of the damages suffered by each different
20 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
21 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
22 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
23 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
24 omitted.)

1 Plaintiffs have the same interest in maintaining this action as any class member would
2 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
3 adequacy of representation.

4 **D. Substantial Benefits of Class Certification**

5 “[A] class action should not be certified unless substantial benefits accrue both to
6 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
7 internal quotation marks omitted.) The question is whether a class action would be superior to
8 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
9 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
10 class action is proper where it provides small claimants with a method of obtaining redress and
11 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
12 120–121, internal quotation marks omitted.)

13 Here, there are an estimated 415 class members. It would be inefficient for the Court to
14 hear and decide the same issues separately and repeatedly for each class member. Further, it
15 would be cost prohibitive for each class member to file suit individually, as each member would
16 have the potential for little to no monetary recovery. It is clear that a class action provides
17 substantial benefits to both the litigants and the Court in this case.

18 **VII. NOTICE**

19 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
20 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
21 for class members to follow in filing written objections to it and in arranging to appear at the
22 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
23 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
24 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
25 members; (5) The resources of the parties; (6) The possible prejudice to class members who do

not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule 3.766(e).)

Here, the notice describes the lawsuit, explains the settlement, and instructs class members that they may opt out of the settlement (except the PAGA component) or object. The gross settlement amount and estimated deductions are provided, and Class Members are informed of their qualifying workweeks as reflected in Defendant’s records and are instructed how to dispute this information. Class members are given 45 days to request exclusion from the class or submit a written objection to the settlement. At the hearing, counsel clarified that the notice will be provided in English and Spanish. Thus, the Court finds that the notice is adequate.

Regarding appearances at the final fairness hearing, the notice shall be further modified to instruct class members as follows:

Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

Turning to the notice procedure, as articulated above, the parties have selected CPT Group as the settlement administrator. The administrator will mail the notice packet within 30 days of preliminary approval of the settlement. Any returned notices will be re-mailed to any forwarding address provided or better address located through a skip trace or other search. Class members who receive a re-mailed notice will have an additional 15 days to respond. These notice procedures are appropriate and are approved.

ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 **VIII. CONCLUSION**

2 Plaintiff's motion for preliminary approval is GRANTED. The final approval hearing
3 shall take place on **January 9, 2025** at 1:30 in Dept. 1. The following class is preliminarily
4 certified for settlement purposes:

5 All non-exempt California employees of Cepheid who were paid non-discretionary
6 incentive wages covering any periods in which sick pay was paid to the employee between April
7 25, 2019 and December 22, 2022, and whose employment ended, either voluntarily or
8 involuntarily, at any time from April 25, 2019 to February 6, 2024 excluding those individuals
9 who executed a severance agreement releasing the claims herein.

10
11 DATED: July 25, 2024



CHARLES F. ADAMS
Judge of the Superior Court