

Larry W. Lee (State Bar No. 228175)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com

Attorneys for Plaintiff and the Class
(Additional Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

KAMLESH KRISHNA, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

v.

CEPHEID, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 22CV397316

[Assigned for all purposes to the Hon. Charles F.
Adams, Dept. 7]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 18, 2024

Time: 1:30 P.M.

Dept.: 7

Complaint Filed: April 26, 2022

FAC Filed: June 29, 2022

SAC Filed: January 5, 2023

Trial Date: None Set

ADDITIONAL COUNSEL FOR PLAINTIFF

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

1 Plaintiffs Kamlesh Krishna and Rex Servania’s (collectively, “Plaintiffs”) Motion for an
2 Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on June
3 25, 2024, and a hearing was held before this Court on July 18, 2024. Appearances for Plaintiffs and
4 Defendant Cepheid (“Defendant”) (collectively, the “Parties” and/or “Settling Parties”)) were noted
5 on the record.

6 Having considered the Class and Representative Action Settlement Agreement
7 (“Agreement”) and all other papers filed in this action, the Court HEREBY FINDS AND ORDERS
8 as follows:

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

11 2. The Settling Parties, through their counsel of record in the Litigation, have reached an
12 agreement to settle the class and PAGA claims in the Litigation as set forth in the Agreement, on
13 behalf of the Class (as defined below and in the Agreement).

14 3. The Court hereby conditionally certifies the following Class for settlement purposes
15 only: all non-exempt California employees of Cepheid who were paid non-discretionary incentive
16 wages covering any periods in which sick pay was paid to the employee between April 25, 2019 and
17 December 22, 2022, and whose employment ended, either voluntarily or involuntarily, at any time
18 from April 25, 2019 to February 6, 2024 excluding those individuals who executed a severance
19 agreement releasing the claims herein (the “Class” or “Class Members”).

20 Should for whatever reason the Agreement not become Final, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the Agreement shall have no bearing on, or be
22 admissible in connection with, the Litigation or the issue of whether a class should be certified in a
23 non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiffs Kamlesh Krishna and Rex Servania
25 as the Class Representatives and (b) Larry W. Lee of Diversity Law Group, P.C. ; William L.
26 Marder of Polaris Law Group; Edward W. Choi of Law Offices of Choi & Associates; and Dennis S.
27 Hyun of Hyun Legal, APC as Class Counsel for the Class. Class Counsel is authorized to act on
28 behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant

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

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

18 6. A final fairness hearing on the question of whether the proposed Agreement, the
19 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, payment to the
20 Settlement Administrator, payment to the Labor Workforce & Development Agency and Aggrieved
21 Employees, and the service award to the Class Representative should be finally approved as fair,
22 reasonable, and adequate as to the members of the Class is hereby set for

23 _____, at 1:30 p.m. in this Court. The Motion for Final Approval shall be filed
24 by the Class Representative no later than sixteen (16) court days before the final fairness hearing.

25 7. The Court hereby approves, as to form and content, the Notice of Settlement to be
26 sent to Class Members, which is attached to the Agreement as **Exhibit A**. The Court finds that
27 distribution of the Notice of Settlement to Class Members substantially in the manner and form set
28 forth in the Agreement and this Order meets the requirements of due process and shall constitute due

1 and sufficient notice to all parties entitled thereto.

2 8. The Court appoints and designates CPT Group as the Settlement Administrator. The
3 Court hereby directs the Settlement Administrator to provide the approved Notice of Settlement to
4 Class Members using the procedures set forth in the Agreement.

5 9. Any Class Member may choose to opt out of and be excluded from the Settlement as
6 provided in the Agreement and Notice of Settlement, and by following the instructions for
7 requesting exclusion. Any person who timely and properly opts out of the Settlement will not be
8 bound by the Agreement except for the Precluded PAGA Claims, from which there is no opt out, or
9 have any right to object, appeal, or comment thereon. Any Requests for Exclusion must be in writing
10 and signed by each such Class Member opting out and must otherwise comply with the requirements
11 delineated in the Notice of Settlement. Class Members who have not requested exclusion by
12 submitting a valid and timely request by the deadline shall be bound by all determinations of the
13 Court, the Agreement, and Judgment.

14 10. Any Class Member may object to the Agreement or express his or her views
15 regarding the Agreement, and may present evidence and file briefs or other papers that may be
16 proper and relevant to the issues to be heard and determined by the Court as provided in the Notice
17 of Settlement. Moreover, Class Members may object orally at the final approval hearing even if they
18 have not submitted any written objections, so long as they inform the Court of their intention to
19 appear.

20 11. The Court reserves the right to adjourn or continue the date of the Settlement Fairness
21 Hearing and all dates provided for in the Agreement without further notice to the Class, and retains
22 jurisdiction to consider all further applications arising out of or connected with the Agreement.

23 IT IS SO ORDERED.

24
25 DATED: _____

26 HON. CHARLES F. ADAMS
27 SUPERIOR COURT OF CALIFORNIA
28

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