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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

NATHAN YODER, individually and on behalf of others similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

PLANET PHARMA GROUP, LLC; PAC BIO, INC. dba PACIFIC BIOSCIENCES OF CALIFORNIA, INC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 37-2024-00013734-CU-OE-CTL

Honorable Marcella O. McLaughlin
Department C-72

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date:	December 4, 2026
Time:	9:30 a.m.
Dept.:	C-72
Complaint Filed:	March 22, 2024
FAC Filed:	October 1, 2026
Trial Date:	Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **December 4, 2026 at 9:30 a.m.** in Department C-72 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Nathan Yoder ("Plaintiff") will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendants Planet Pharma Group, LLC ("Planet Pharma") and Pacific Biosciences of California, Inc. ("Pacbio") (together, with Planet Pharma, "Defendants").

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as **Exhibit 3** to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Rose Decl.");

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Nathan Yoder as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, and Alexandra Rose of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as **Exhibit A** to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Planet Pharma to furnish their full name, last known mailing address, Social Security number, dates worked for Planet Pharma during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(s)(2), on November 3, 2026, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. (Rose Decl., ¶ 47 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Alexandra Rose, the Declaration of Plaintiff Nathan Yoder, the Declaration of the Settlement Administrator (Kimberly Sutherland of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: November 6, 2026

BLACKSTONE LAW, APC

By: Alexandra Rose
Alexandra Rose
Attorneys for Plaintiff Nathan Yoder

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Nathan Yoder ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff and Defendants Planet Pharma Group, LLC ("Planet Pharma") and Pacific Biosciences of California, Inc. ("PacBio") (together, with Planet Pharma, "Defendants") (collectively, with Plaintiff, the "Parties"). (Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Rose Decl."], Exh. 3).

II. FACTUAL AND PROCEDURAL BACKGROUND

Planet Pharma is a recruitment and staffing agency that specializes in placements for healthcare and life sciences companies, including pharmaceuticals, biotechnology, and medical devices. PacBio develops and sells advanced sequencing systems that enable researchers to accurately and completely read genomes, transcriptomes, and epigenomes. Plaintiff was employed by Planet Pharma and assigned to work at PacBio as an hourly-paid, non-exempt Manufacturing Clerk from approximately October 2022 to approximately March 2023. (Declaration of Plaintiff Nathan Yoder in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ["Yoder Decl."], ¶ 2).

On March 20, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letter"). (Rose Decl., ¶ 9 and Exh. 2).

On March 22, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Nathan Yoder v. Planet Pharma Group, LLC, et al.*, San Diego County Superior Court Case No. 2024-00013734-CU-OE-CTL ("Action"), thereby commencing a putative class action against Defendants. (*Id*., ¶ 10).

On May 28, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq. in the action entitled *Nathan Yoder v. Planet Pharma Group, LLC, et al.*, San Mateo County Superior Court Case No. 24-CIV-03250 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. ("PAGA") against Defendants. (*Id.,* ¶ 11).

On October 7, 2025, the Parties participated in a formal mediation conducted by Marc Feder ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id*., ¶ 12). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On October 1, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added the PAGA claims alleged in the PAGA Action. (*Id*., ¶ 13). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (Ibid).

On October 21, 2026, the Parties executed the Settlement Agreement. (*Id*., ¶ 14 and Exh. 3).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current and former hourly-paid or non- exempt employees of Defendant Planet Pharma Group, LLC who worked in California at any time during the Class Period, including any such employees assigned to work for Defendant Pacific Biosciences of California, Inc." ("Class" or Class Member(s)"). (Rose Decl., ¶ 15; Settlement Agreement, ¶ 10.b). The Class Period is defined as the period from March 22, 2020 through January 22, 2026, subject to Paragraph 17 of the Settlement Agreement. (Rose Decl., ¶ 15; Settlement Agreement, ¶ 10.f). Based on information provided by Defendants, as of October 7, 2025 (i.e., the date of mediation), it is estimated that there are a total of one thousand five hundred and eighty-seven (1,587) Class Members. (Rose Decl., ¶ 15).

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B. Gross Settlement Amount

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Million Eight Hundred Thousand Dollars and Zero Cents ($2,800,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 16; Settlement Agreement, ¶ 10.p). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Rose Decl., ¶ 16; Settlement Agreement, ¶ 10.p). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., $933,333.33 if the Gross Settlement Amount is $2,800,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00); (3) Settlement Administration Costs, not to exceed Fourteen Thousand Six Hundred Ninety Dollars and Zero Cents ($14,690.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00). (Rose Decl., ¶ 16; Settlement Agreement, ¶¶ 10.p, 13, 14, 15, and 16). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Million Six Hundred Sixty-Six Thousand Nine Hundred Seventy-Six Dollars and Sixty-Seven Cents ($1,666,976.67). (Rose Decl., ¶ 16). Additionally, 25% of the PAGA Amount ("PAGA Employee Amount"), which is $37,500.00 out of $150,000.00, will be fully distributed to "all current and former hourly-paid or non-exempt employees of Defendant Planet Pharma Group, LLC who worked in California at any time during the PAGA Period, including any such employees assigned to work for Defendant Pacific Biosciences of California, Inc." ("PAGA Employee(s)"). (Rose Decl., ¶ 16; Settlement Agreement, ¶¶ 10.p, 10.x, 10.y, and 15). The "PAGA Period" is defined as the period from March 20, 2023 through January 22, 2026, subject to Paragraph 17 of the Settlement Agreement. (Rose Decl., ¶ 16; Settlement Agreement, ¶ 10.aa).

Planet Pharma has represented that the Class Members worked a total of 67,000 workweeks during the period March 22, 2020 through October 7, 2025. (Rose Decl., ¶ 17; Settlement Agreement, ¶ 17). If it is determined by the Settlement Administrator that the total number of weeks each Class Member worked for Planet Pharma, including those assigned to work at Pacific Biosciences of California, Inc., as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks") actually

exceeds 67,000 by more than 10% (i.e., if the Workweeks exceed 73,700), then Planet Pharma will elect either to a) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 74,370 Workweeks, then the Gross Settlement Amount will increase by 1%); or b) end the Class Period and PAGA Period on the last day on which the Workweeks do not exceed 10% over the initial estimate (i.e., 73,700). (Rose Decl., ¶ 17; Settlement Agreement, ¶¶ 10.00 and 17).

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata* basis based on their number of Workweeks. (Rose Decl., ¶ 18; Settlement Agreement, ¶¶ 10.nn and 18). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement ("Individual Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 18; Settlement Agreement, ¶¶ 10.s and 18).

The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Planet Pharma, including those assigned to work at Pacific Biosciences of California, Inc., as an hourly-paid or non-exempt employee in California during the PAGA Period ("Pay Periods"). (Rose Decl., ¶ 19; Settlement Agreement, ¶¶ 10.cc and 19). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement ("Individual PAGA Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 19; Settlement Agreement, ¶¶ 10.q and 19).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 20). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 20). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Rose Decl., ¶ 21; Settlement

Agreement, ¶¶ 10.r and 20). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Planet Pharma separately and in addition to the Gross Settlement Amount. (Rose Decl., ¶ 20; Settlement Agreement, ¶¶ 10.p and 20). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 20).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 10.p and 38). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 18 and 19). No money will revert to Defendants. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 10.p).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 38). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 38).

C. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties[1] of all Released Class Claims[2]. (Settlement Agreement, ¶ 39).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees[3], and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (*Id.*, ¶ 40).

[1] The Released Parties are defined in Paragraph 10.ii of the Settlement Agreement.
[2] The Released Class Claims are defined in Paragraph 10.gg of the Settlement Agreement.
[3] The Released PAGA Claims are defined in Paragraph 10.hh of the Settlement Agreement.

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (Ibid).

A. The Settlement Was Reached as a Result of Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 23). The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases. (Ibid).

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996)). Prior to mediation, Planet Pharma produced a random sampling of putative class members' time and pay data as well as its relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, and the total workweeks worked by the putative class members. (Rose Decl., ¶ 24).

This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id*., ¶ 25). Based on information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (*Id*., ¶ 26). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (*Id*., ¶¶ 1-8).

Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250).

Here, the reasonableness of the Settlement is underscored by the fact that Defendants have legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

1. Class Counsel's Analysis of the Maximum Available Liability and Damages

Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure for the class claims to be approximately $36,966,500, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. (Rose Decl., ¶ 27). This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: $1,291,499 for meal period violations; $15,843,961 for rest period violations at a 100% violation rate; $3,811,382 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $544,980 for unreimbursed business expenses; $13,941,728 for waiting time penalties; and $1,532,950 for wage statement penalties. (Ibid). Plaintiff further estimated that Defendants faced an additional exposure of $1,569,400 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendants' maximum potential exposure totaled $38,535,900 in damages. (Ibid).

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2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiff believes that Defendants faced significant exposure, substantial barriers to a recovery existed. Defendants contended that Plaintiff's claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. (Rose Decl., ¶ 30; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiff and Class Counsel disagree with Defendants' predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Rose Decl., ¶ 30).

For example, Plaintiff's meal period claims, which were based on Defendants' alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶ 31; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had failed to implement their policies and that their practices failed to allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶ 31; *See Bradley v. Networkers Int'l, LLC,* 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")). Defendants contended that their policies and practices at all times during the Class Period were lawful. (Rose Decl., ¶ 31). Indeed, Plaintiff's analysis revealed only an 8.6% violation rate for purported unique meal period violations. (Ibid). Defendants further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal period claim. (Ibid).

Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest period allegations. (*Id*., ¶ 32). As with the meal period allegations, Defendants contended that they had a lawful written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under California law. (Ibid). Additionally, this claim was even more uncertain given the difficulties associated with proving the alleged rest period violations, as Defendants were not required to record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with

requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime claims. (*Id*., ¶ 33). These claims were largely based on Defendants' unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal periods. (Ibid). For example, Plaintiff reported that several times a month Plaintiff and the other Class Members would be required to stay after their shifts had ended and they clocked out for the day to assist with certain tasks such as removing trash, wiping down tables, discarding disposable lab coats, or mopping the floor. (Ibid). However, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification, and the estimated damages for this claim were based on an assumption that all Class Members worked off the clock for at least one hour per week. (Ibid).

Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses, such as the usage of personal cell phones for work-related purposes. (*Id*., ¶ 34). Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. (Ibid). Defendants further contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendants further contended that the reason for why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified. (Ibid).

There are also substantial risks associated with Plaintiff's waiting time penalties and wage statement claims. (*Id*., ¶ 35). First, these claims were derivative of Plaintiff's claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. (Ibid). Further, even if Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendants' violations of California Labor Code section 203 were *willful* violations. (Rose Decl., ¶ 35; *See, e.g*., *Choate v. Celite Corp*., 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding

of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. (Rose Decl., ¶ 35; *Jaimez v. DAIOHS USA, Inc*., 181 Cal.App.4th 1286 (2010) *with Price v. Starbucks Corp*., 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which comprised a substantial portion of Defendants' estimated liability, were therefore uncertain. (Rose Decl., ¶ 35).

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to Class Members would be an expensive, time-consuming, and uncertain proposition. (*Id*., ¶ 36). In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain their declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendants could face from these claims as part of the global resolution. (*Id*., ¶ 37). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. (Rose Decl., ¶ 37; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they made a good faith attempt to comply with their legal obligations warranting a reduction in penalties. (Rose Decl., ¶ 37).[4] Class Counsel also anticipated

[4] See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to

Defendants would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Accordingly, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5.36% of the Gross Settlement Amount. (*Id*., ¶ 38). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer. (Ibid).

Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, the Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants' estimated liability based on the challenges facing his ability to succeed on class certification by 75% to $9,633,975. (*Id*., ¶ 39). The merits-based risk factors further reduced Defendants' estimated liability by an additional 70%. (Ibid). This resulted in an adjusted estimated liability of $2,890,193. (Ibid). In light thereof, the settlement amount of $2,800,000 is a significant settlement. (Ibid).

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stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from $50 per pay period to $5 per pay period based on good faith attempts to comply with obligations and minimal violations).

Class Counsel therefore submits that the Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (*Id*., ¶ 40).

V. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

Code of Civil Procedure Section 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806).

A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is defined as "all current and former hourly-paid or non-exempt employees of Defendant Planet Pharma Group, LLC who worked in California at any time during the Class Period, including any such employees assigned to work for Defendant Pacific Biosciences of California, Inc." (Rose Decl., ¶ 15; Settlement Agreement, ¶ 10.b). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995); *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of one thousand five hundred and eighty-seven (1,587) individuals meets the numerosity requirement.

The existence of an ascertainable class in this case can be established through Defendants' payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d 605, 617 (1987)).

B. The Class Shares a Well-Defined Community of Interest

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements are easily satisfied.

Here, Plaintiff's claims present common issues of law and fact that predominate and warrant class certification. Plaintiff alleges that Defendants denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendants allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendants' policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

The test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)).

Here, Plaintiff alleges that his claims are similar to that of the other Class Members and that Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members.

Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-action litigation. (Rose Decl., ¶¶ 1-8). Plaintiff will vigorously, adequately, and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the interests of the Class and understood that he must take steps to adequately represent the Class and their interests. (Yoder Decl., ¶ 10). Because Plaintiff's claims are typical of other Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

C. A Class Action is Superior to a Multiplicity of Litigation

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged violations. Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results.

VI. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)).

Plaintiff invested substantial time and effort into litigation, including his own research, reviewing documents, and extensive discussions with Class Counsel. (Yoder Decl., ¶¶ 3-5). This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions, and the broader general release Plaintiff is executing as part of the Settlement. (Rose Decl., ¶ 41). For these reasons, Plaintiff requests that an Enhancement Payment of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff be preliminarily approved by the Court. (Rose Decl., ¶ 41; Yoder Decl., ¶ 12).

VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Here, the requested attorneys' fees of one-third (1/3) of the Gross Settlement Amount (i.e., $933,333.33 if the Gross Settlement Amount is $2,800,000.00) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendants. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel's request for the reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). (Rose Decl., ¶ 42). The Attorneys' Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶ 13).

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VIII. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (*Id*., Exh. A). The Class Notice will include information regarding the nature of the Action, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, the date of the Final Approval Hearing, each Class Member's total Workweeks and their estimated Individual Settlement Share, and each PAGA Employee's total Pay Periods and their estimated Individual PAGA Payment. (Ibid).

IX. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

Respectfully submitted,

Dated: November 6, 2026

BLACKSTONE LAW, APC

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