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Attorneys for Plaintiff Jason McEntee

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

JASON MCENTEE, individually, and on behalf
 of other members of the general public similarly
 situated,

Plaintiff,

vs.

ROCHE MOLECULAR SYSTEMS, INC.; and
 DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV041360

Honorable Michael Markman
 Department 23

**[REVISED ~~PROPOSED~~ FINAL
 APPROVAL ORDER AND JUDGMENT]**

Date: April 17, 2025
 Time: 10:00 a.m.
 Dept.: 23

Complaint Filed: August 23, 2023
 Trial Date: Not Set

FILED
 Superior Court of California
 County of Alameda
 04/24/2025

Clad Filer, Executive Officer / Clerk of the Court

By: *A. Tumonong* Deputy
 A. Tumonong

1 Plaintiff Jason McEntee’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement
3 Administration Costs came before this Court on Alameda Superior Court at 10:00 a.m. before the
4 Honorable Michael Markman in Department 23 of the above-captioned Court located at 1221 Oak
5 Street, Oakland, California 94612.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval
8 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, PAGA
9 Amount, and Settlement Administration Costs, the supporting papers filed by the Parties, the
10 Declarations of Class Counsel (Jonathan M. Genish) and the Class Representative (Jason McEntee),
11 and the Settlement Administrator (Madely Nava on behalf of Apex Class Action, LLC), and the
12 evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval
13 of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Roche Molecular Systems, Inc. (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from August 23, 2019, through December 31, 2023.

22 3. The Court appoints Plaintiff Jason McEntee as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and
25 Annabel Blanchard of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that four (4) Class Members, Mary Coelho, Rita Johnson, Vickii
17 Lewis-Hasan, and Michael Camper, have validly and timely opted out of the Class Settlement and no
18 Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$280,500.00 (which is 33% of the Gross Settlement Amount) and
24 reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$19,669.04. The
25 attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable
26 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
27 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
28 litigation practices and reflects the actual benefit obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,950.00 to Apex Class Action, LLC for performance of settlement administration
3 services.

4 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
5 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within fifteen (15) business days after the Effective Date,
8 Defendant will deposit the Gross Settlement Amount, and an amount sufficient to pay employer’s
9 taxes on the wage portion of the settlement payments, into an account established by the Settlement
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Enhancement
14 Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15 15. It is hereby ordered that within five (5) business days after Defendant funds the Gross
16 Settlement Amount, the Settlement Administrator will distribute Attorneys’ Fees and Costs to Class
17 Counsel, with the exception that 10% of the Attorneys’ Fees shall be kept in the administrator’s trust
18 fund, in an interest-bearing account, to be distributed to Class Counsel after the submission and
19 approval of a final compliance report to the Court, after completion of the distribution process.

20 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
21 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
22 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
23 distributed by the Settlement Administrator to California Court Appointed Special Advocates
24 (“CASA”) as the *cy pres* beneficiary.

25 17. “Released Class Claims” means any and all claims, debts, liabilities, demands,
26 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
27 alleged or which could have been alleged based on the factual allegations in the Class Complaint,
28 arising during the Class Period, under any federal, state, or local law, and shall specifically include

1 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
2 and rest periods and associated premium payments, timely pay wages during employment and upon
3 termination, provide complaint wage statements, and reimburse necessary business-related expenses
4 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194,
5 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
6 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
7 California Business and Professions Code sections 17200, *et seq.*, and any other claims, including
8 claims for statutory penalties, pertaining to the Class Members.

9 18. "Released PAGA Claims" means any and all claims arising from any of the factual
10 allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private
11 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for
12 attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum
13 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
14 during employment and upon termination, provide complaint wage statements, and reimburse
15 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
16 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
17 Industrial Welfare Commission Wage Orders").

18 19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
19 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
20 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
21 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
22 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
23 unasserted, in law or at equity, which Plaintiff, at any time of execution of the Settlement Agreement,
24 had or claimed to have or may have, including but not limited to any and all claims arising out of,
25 relating to, or resulting from his employment and/or separation of employment with the Released
26 Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or
27 regulation or Executive Order relating to employment, including, but in no way limited to, any claim
28 under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with

1 Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act;
2 the California Family Rights Act; the California Fair Employment and Housing Act; all claims for
3 wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
4 California Labor Code or any applicable California Industrial Welfare Commission Wage Order;
5 Business and Professions Code sections 17200 et seq.; all laws relating to violation of public policy,
6 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
7 whistleblower claims; any tort, fraud, or constitutional claims, including but not limited to any claims
8 for libel, slander, defamation or invasion of privacy; and any breach of contract claims or claims of
9 promissory estoppel or quasi-contract. It is agreed that this is a general release and is to be broadly
10 construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph
11 expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff
12 understands and expressly agrees that the Settlement Agreement extends to claims that he has against
13 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
14 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
15 whole or in part, on or before the execution of the Settlement Agreement. Any and all rights granted
16 under any state or federal law or regulation limiting the effect of the Settlement Agreement, including
17 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

18 Section 1542 of the California Civil Code reads as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
22 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

23 20. "Released Parties" means Defendant as well as its officers, directors, employees,
24 agents, predecessors, successors, and all former, current, companies, divisions, subsidiaries, affiliates,
25 insurers, and parents, assigns, heirs, executors, administrators, beneficiaries, and trustees.

26 21. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
27 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
28 compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

1 22. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
2 and the State of California with respect to all PAGA Employees, will be deemed to have fully, finally,
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
4 Released PAGA Claims.

5 23. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
7 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

9 24. Notice of entry of this Order and Judgment shall be given to the Class Members by
10 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
11 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

12 25. A final compliance hearing regarding distribution and accounting is set for December
13 11, 2025, at 10:00 a.m. in Department 23. A final compliance report and declaration detailing
14 distribution of the settlement is due to be filed with the Court at least five (5) court days before the
15 compliance hearing. If the report and declaration establish that the distributions are complete,
16 appearances will not be required at the compliance hearing.

17 26.

18 **IT IS SO ORDERED.**

19 Dated: 04/24/2025

20 

21 Honorable Michael Markman

22 **Michael Markman / Judge**

PROOF OF SERVICE

I, Karina Hernandez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On April 30, 2025, I served a copy of the following document(s):

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested parties as follows:

Andrew W. Russell
arusell@mcguirewoods.com
Michael R. Phillips
mphillips@mcguirewoods.com
MCGUIREWOODS LLP
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Los Angeles, CA 90067
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Other emails:

Matt Whitney | mwhitney@mcguirewoods.com

Attorneys for Defendant ROCHE MOLECULAR SYSTEMS, INC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address khernandez@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 30, 2025 at Beverly Hills, California.

/s/ Karina Hernandez
Karina Hernandez