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**FILED**  
Clerk of the Superior Court

SEP 28 2022

By: C. Beutler, Deputy

8 Attorneys for Plaintiff, the Class, and Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SAN DIEGO**

11 JAIME MOEN, as an individual and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 GENENTECH, INC., a Delaware  
16 corporation; and DOES 1 through 50,  
17 inclusive,

18 Defendants.

Case No.: 37-2021-00008619-CU-OE-CTL

(Assigned for all purposes to the Honorable  
Katherine A. Bacal, Dept. C-69)

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Complaint Filed: March 1, 2021

FAC Filed: March 10, 2022

Trial Date: Not Set

19  
20 Plaintiff Jaime Moen's ("Plaintiff") Motion for Preliminary Approval of Class Action  
21 and PAGA Settlement (the "Motion") came on for hearing on August 5, 2022, the Honorable  
22 Katherine A. Bacal presiding, in Department C-69 of the above-referenced Court. There were no  
23 appearances by any party, and the Court confirmed its tentative ruling, as reflected in the Court's  
24 August 5, 2022, Minute Order, granting Plaintiff's Motion.

25 NOW THEREFORE, IT IS HEREBY ORDERED:

26 1. This Court grants preliminary approval of the Settlement Agreement between  
27 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,  
28 and reasonable to the Class. *See e.g., Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,

1 1800-01; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 128;

2 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through  
3 their counsel of record in the Litigation, have reached an agreement to settle all claims in the  
4 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

5 3. The Court hereby conditionally certifies the following Class for settlement  
6 purposes only:

7 All current and former non-exempt employees of Defendant in the  
8 State of California who earned overtime wages or sick pay or  
9 meal- or rest-period premiums and nondiscretionary remuneration,  
10 including without limitation, bonuses, incentives, and shift  
11 differentials, in the same pay period, at any time during the Class  
12 Period.

11 Should for whatever reason the Settlement Agreement not become Final, the fact that the  
12 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement  
13 shall have no bearing on this case and shall not be admissible for any reason.

14 4. The Court preliminarily finds named Plaintiff Jaime Moen is a suitable class  
15 representative for settlement purposes only.

16 5. The Court appoints and designates for settlement purposes only: (a) Plaintiff  
17 Jaime Moen as the Class Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity  
18 Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of  
19 the Class with respect to all acts or consents required by, or which may be given, pursuant to the  
20 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement  
21 Agreement and its terms. Any Class Member may enter an appearance through his or her own  
22 counsel at such Class Member's own expense. Any Class Member who does not enter an  
23 appearance or appear on his or her own behalf will be represented by Class Counsel.

24 6. The Court hereby approves the terms and conditions provided for in the  
25 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement  
26 falls within the range of reasonableness of a settlement, including the amount of the PAGA  
27 penalties, and appears to be presumptively valid, subject only to any objections that may be  
28 raised by the filing of a Notice of Objection as set forth in the Settlement Agreement. It appears

1 to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all  
2 potential Class Members when balanced against the probable outcome of further litigation  
3 relating to liability and damages issues. It also appears that substantial investigation and  
4 discovery, research, and court proceedings have been conducted so that counsel for the Settling  
5 Parties are able to reasonably evaluate their respective positions. It appears to the Court that  
6 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as  
7 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It  
8 also appears that settlement has been reached as a result of intensive, serious, and non-collusive  
9 arm's-length negotiations.

10 7. A final fairness hearing on the question of whether the proposed Settlement  
11 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to  
12 Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency,  
13 and the Plaintiff's Enhancement Award should be finally approved as fair, reasonable, and  
14 adequate as to the members of the Class is hereby set for January 27, 2023 at 1:30 PM in this  
15 Court.

16 8. The Court hereby approves, as to form and content, the Notice of Class and  
17 PAGA Action Settlement and Release ("Class Notice") to be sent to Class Members, which is  
18 attached as **Exhibit A** to the Settlement Agreement. The Court finds that the Class Notice  
19 constitutes the best notice practicable under the circumstances and is in full compliance with the  
20 laws of the State of California, the United States Constitution, and the requirements of Due  
21 Process. The Court further finds that the Class Notice appears to inform the Settlement Class  
22 Members of all material elements of the Settlement Agreement fully and accurately, the  
23 proposed fees and costs of administration, the right to be excluded from the class, the right and  
24 opportunity to object to the Settlement, details about the court hearing on final approval of the  
25 Settlement, and how to obtain additional information. The Class Notice shall be mailed via first  
26 class United States mail to the most recent known address of each Settlement Class Member in  
27 accordance with the Settlement Agreement.

28 9. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
2 approved Class Notice to Class Members using the procedures set forth in the Settlement  
3 Agreement.

4 10. The Court approves the proposed procedure for exclusion from the class by  
5 submitting a Request for Exclusion as set forth in the Settlement Agreement. Any Class Member  
6 may choose to opt out of and be excluded from the settlement as provided in the Settlement  
7 Agreement and Class Notice and by following the instructions for requesting exclusion. With the  
8 exception of the Released PAGA Claims, any person who timely and properly opts out of the  
9 settlement will not be bound by the Settlement Agreement, or have any right to object, appeal, or  
10 comment thereon. Any opt-out request must be in writing and signed by each such Class  
11 Member opting out and must otherwise comply with the requirements delineated in the Class  
12 Notice. Class Members who have not requested exclusion by submitting a valid and timely opt-  
13 out request, by the opt-out deadline, shall be bound by all determinations of the Court, the  
14 Settlement Agreement, and Final Judgment finally approving and entering the terms of the  
15 Settlement Agreement.

16 11. Any Class Member may object to the Settlement Agreement or express his or her  
17 views regarding the Settlement Agreement and may present evidence and file briefs or other  
18 papers, to the extent there are any, that may be proper and relevant to the issues to be heard and  
19 determined by the Court as provided in the Class Notice.

20 12. The Motion for Final Approval, along with any appropriate declaration(s) and  
21 supporting evidence, including a declaration setting forth the identity of any Class Members who  
22 submitted a valid Request for Exclusion or Notice of Objection, shall be filed by the Class  
23 Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

24 13. The Court orders that, pending further order of this Court, all proceedings in this  
25 case, except those contemplated herein and in the Settlement Agreement, are stayed.

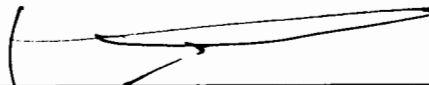
26 14. **Schedule of Events.** Based on this Order and the terms of the Settlement  
27 Agreement, the following events are triggered on the dates set forth below:  
28

Event	Date
Preliminary Approval Order – Entry	August 5, 2022
Settlement Class Members’ data to Settlement Administrator (20 days after entry of this Order)	September 22, 2022
Notice Distribution to all Class Members (7 days after Settlement Administrator’s receipt of class members’ data from Defendant)	September 29, 2022
Last day to submit a valid Request for Exclusion or Notice of Objection to the Settlement (postmarked on or before 45 days after the initial mailing of the Class Notices) <sup>1</sup>	November 14, 2022 (November 24, 2022, for re-mailings)
Deadline to dispute number of Eligible Class Pay Periods or Eligible PAGA Pay Periods (postmarked on or before 45 days after the initial mailing of the Class Notices) <sup>2</sup>	November 14, 2022 (November 24, 2022, for re-mailings)
Deadline to file Motion for Final Approval of Settlement (16 court days before Final Approval Hearing)	January 4, 2023
Final Approval Hearing	January 27, 2023 1:30 pm

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

IT IS SO ORDERED.

DATED: 9/28/22

  
 \_\_\_\_\_  
 HON. KATHERINE A. BACAL  
 SUPERIOR COURT OF CALIFORNIA

<sup>1</sup> For any Class Notices that are returned as undeliverable, Class Members may have up to 10 extra days, from the date the Settlement Administrator re-issues the Class Notice, to submit a valid Request for Exclusion or Notice of Objection to the Settlement.

<sup>2</sup> Settlement Class Members and Aggrieved Employees who received a re-mailed notice will have their Response Deadline extended by 10 calendar days, from the date of the re-mailing, to submit a valid Pay Period Dispute.

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3  
4 STATE OF CALIFORNIA ]  
5 COUNTY OF LOS ANGELES ]ss.  
6 ]

7 I am employed in the County of Los Angeles, State of California. I am over the age of  
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite  
1250, Los Angeles, California 90071.

9 On September 19, 2022, I served the following document(s) described as:  
10 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY**  
11 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in  
this action as follows:

12 13 14 15 16 <p>Jessica R. Perry <u>Jperry@Orrick.com</u> Orrick, Herrington &amp; Sutcliffe LLP 1000 Marsh Road Menlo Park, Ca 94025-1015 <i>Attorneys for Defendant Genentech, Inc.</i></p>	12 13 14 15 16 <p>Julie A. Totten <u>Jatotten@Orrick.com</u> Orrick, Herrington &amp; Sutcliffe LLP 400 Capitol Mall, Suite 3000 Sacramento, CA 95814 <i>Attorneys for Defendant Genentech, Inc.</i></p>
17 18 19 20 <p>Scott Morrison <u>Scott.morrison@orrick.com</u> Orrick, Herrington &amp; Sutcliffe LLP 2050 Main Street, Suite 1100 Irvine, California 92614-8255 <i>Attorneys for Defendant Genentech, Inc.</i></p>	

21  X  BY ELECTRONIC SERVICE: Based on a court order I caused the above-  
22 entitled document(s) to be served through the One Legal E-Filing System at the website  
23 [www.onelegal.com](http://www.onelegal.com), addressed to all parties appearing on the electronic service list for the above-  
24 entitled case. The service transmission was reported as complete and a copy of the filing  
receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this  
office.

25 I declare under penalty of perjury under the laws of the State of California that the  
26 above is true and correct. Executed on September 19, 2022, at Los Angeles, California.

27  
28   
Erika Mejia