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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN DIEGO**

15 KENNETH SUANICO, an individual, on
16 behalf of himself and all others similarly
17 situated,

18 Plaintiff,

19 v.

20 BIOLEGEND CNS INC., a California
21 Stock Corporation; and DOES 1 through 50,
22 Inclusive,

23 Defendants.

24 **PAGA ACTION**

25 Case No.: 37-2024-00000993-CU-OE-CTL

26 **AMENDED [~~PROPOSED~~] ORDER**
27 **AND JUDGMENT GRANTING**
28 **APPROVAL OF SETTLEMENT**
UNDER THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT

Assigned for all purposes to:
The Honorable Judy S. Bae

Hearing Information:

Date: March 6, 2026

Time: 9:10 a.m.

Department: Department C-62

FILED
San Diego Superior Court

MAR 06 2026

By: S. Christensen, Deputy

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1 **[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF SETTLEMENT**
2 **UNDER THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

3 On March 6, 2026, at ^{9:10 a.m.} ~~8:30 a.m.~~ in Department C-62, Plaintiffs Lyna Henderson and
4 Kenneth Suanico's ("Plaintiffs") Motion for Approval of the PAGA Settlement Agreement
5 ("Settlement Agreement") entered into by and between Plaintiffs, on behalf of themselves, the
6 State of California and all aggrieved employees (the "PAGA Members"), and Defendant
7 BioLegend, Inc. ("Defendant"), came before the Court for hearing pursuant to the Private
8 Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiffs appeared via
9 their counsel ("PAGA Counsel") and counsel also appeared for Defendant. The Court, having
10 carefully considered the briefs, argument of counsel, and all matters presented to the Court, and
11 good cause appearing, hereby **GRANTS** Plaintiff's Motion for Approval of PAGA Settlement
12 and **APPROVES** this Settlement under the California Labor Code Private Attorneys General Act
13 ("PAGA") and specifically California Labor Code section 2699(1)(2).

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court finds that the terms of the PAGA Settlement Agreement (the
16 "Settlement"), attached as **Exhibit 1** to the Declaration of Enoch J. Kim ("Kim Decl."), are fair,
17 reasonable, adequate, and in the best interests of the PAGA Members and the State of California,
18 under California Labor Code section 2698, *et seq.*, to be in the range of reasonableness for a
19 PAGA settlement, and the Court grants approval of the Settlement.

20 2. The Court finds that the Plaintiffs have satisfied the requirements of California
21 Labor Code section 2699.3 with respect to all settled PAGA claims, and that the PAGA
22 Members have at all times been adequately represented by the Plaintiffs and PAGA Counsel.

23 3. Under the terms of the Settlement Agreement, the Plaintiffs and all PAGA
24 Members shall be bound by the releases set forth in the Settlement. Such PAGA Members, as
25 defined by Paragraphs 1.4 and 1.23 of the Settlement Agreement, consist of: all individuals who
26 are or previously were employed by Defendant in California and classified as a non-exempt
27 employee at any time during the PAGA Period, which is defined as the period from November 5,
28 2022, through the Effective Date.

- 1 a. Release by PAGA Members: All PAGA Members are deemed to release, on
2 behalf of themselves and their respective former and present representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns, the Released
4 Parties from all “Released PAGA Claims.” “Released PAGA Claims” means all
5 PAGA claims for civil and other penalties, costs, interest, attorneys fees, or any
6 other relief that were alleged in, or reasonably could have been alleged based on
7 the facts stated in, the Action, Second-Filed Action, the Operative Complaint, the
8 PAGA Notice submitted by Plaintiff Suanico to the LWDA, and the PAGA notice
9 submitted by Plaintiff Henderson to the LWDA, which occurred during the
10 PAGA Period, and expressly excluding all other claims, including claims for
11 vested benefits, wrongful termination, violation of the Fair Employment and
12 Housing Act, unemployment insurance, disability, social security, workers’
13 compensation, California class claims, and PAGA claims outside the PAGA
14 period. In no event shall the release of the Released PAGA Claims include any
15 individual non-PAGA claims of any individuals.
- 16 b. Plaintiffs’ Release: Plaintiffs and their respective former and present spouses,
17 representatives, agents, heirs, administrators, successors, and assigns generally,
18 release and discharge Released Parties from all claims, transactions, or
19 occurrences that occurred during the PAGA Period, including but not limited to:
20 all claims that were, or reasonably could have been, alleged, based on the facts
21 contained in the Operative Complaint and the PAGA Notice (“Plaintiffs’
22 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce
23 this Agreement, or to any claims for vested benefits, unemployment benefits,
24 disability benefits, social security benefits, workers’ compensation benefits that
25 arose at any time, claims that cannot be released as a matter of law, or based on
26 occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may
27 discover facts or law different from, or in addition to, the facts or law that
28 Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs’

1 Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or Plaintiffs' discovery of them.

3 4. Under the terms of the Settlement, if no objection to the settlement is made and no
4 other individual or the LWDA moves to intervene and/or vacate the judgment or settlement
5 approval order, and if no appeal is filed from the judgment or settlement approval order, then
6 Defendant shall fund the settlement no later than seventy-five (75) days after service of notice of
7 entry of judgment and the approval order on the LWDA. If an appeal is filed, Defendant shall
8 fund the settlement no later than thirty (30) days after the date the judgment is affirmed, in whole
9 or in material part, and no longer subject to further appeal. From the Gross Settlement Amount
10 shall be deducted, as set forth below, Individual PAGA Payments, the LWDA PAGA Payment,
11 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
12 Administrator Expenses. The remaining balance is the Net Settlement Amount.

13 5. The Court has found that PAGA Counsel has adequately represented the Plaintiff
14 and the Aggrieved Employees and hereby ORDERS and AWARDS the requested PAGA
15 Counsel's Fees and Litigation Expenses, in the amounts of \$166,666.67 and \$9,100.70,
16 respectively, under the Settlement, to be paid from the Gross Settlement Amount.

17 6. The Court also hereby ORDERS and AWARDS ILYM Group, Inc., as the court-
18 appointed Administrator, reimbursement of settlement administration fees and costs not to
19 exceed \$6,650.00, to be paid from the Gross Settlement Amount. Any portion of this amount that
20 is not charged and/or recovered by ILYM Group, Inc., will be added to the Net Settlement
21 Amount.

22 7. Out of the Net Settlement Amount of \$317,582.63, 25% (\$79,395.66) shall be
23 dispersed to the PAGA Members and 75% (\$238,186.97) shall be dispersed to the LWDA, in
24 accordance with the terms of the Settlement.

25 8. The Court finds that PAGA Counsel submitted the Settlement Agreement to the
26 LWDA in accordance with California Labor Code section 2699(1)(2). The Court hereby
27 **APPROVES** this Settlement of PAGA claims under California Labor Code section 2699(1)(2),
28 as to both the LWDA and the PAGA Members. **5 -**

