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Attorneys for Plaintiff STEPHANIE LEON,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHANIE LEON, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

FULGENT THERAPEUTICS, LLC, a
California limited liability company; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV14168

Honorable Richard S. Kemalyan
Department 61

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation No.: 801068786933
Date: August 3, 2026
Time: 10:00 a.m.
Department: 61

Complaint Filed: June 6, 2024
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On August 3, 2026 at 10:00 a.m. in Department 61 of the above-captioned Court located at the
3 Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Stephanie
4 Leon's ("Plaintiff") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and
5 Costs, Enhancement Payment, and Settlement Administration Costs ("Motion") came on for hearing
6 before the Honorable Richard S. Kemalyan. Blackstone Law, APC appeared on behalf of Plaintiff,
7 and Fisher & Phillips LLP appeared on behalf of Defendants Fulgent Therapeutics, LLC and Fulgent
8 Genetics, Inc. (together, "Defendants").

9 Plaintiff and Defendants (collectively, the "Parties") have executed the Settlement Agreement
10 ("Settlement," "Agreement," or "Settlement Agreement").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion is granted in its entirety.

15 2. This Order and Judgment incorporates by reference the definitions in the Settlement
16 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
17 Judgment as set forth in the Settlement Agreement.

18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,
20 providing the California Labor and Workforce Development Agency ("LWDA") and Defendants with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
22 but not limited to, the facts and theories to support the alleged violations, in conformity with California
23 Labor Code § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
25 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
26 or appear in the above-captioned action ("Action").

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1 5. The individuals covered under the Settlement consist of the following: “All persons
2 who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at
3 any time during the PAGA Period.” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from April 1, 2023 through July 2, 2025.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$285,000.00) less the approved Attorneys’ Fees and Costs to
11 Plaintiff’s Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to ILYM
12 Group, Inc. (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement
13 Amount shall be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the
14 Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with this Order
15 and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
19 and consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$99,750.00 to Plaintiff’s Counsel for attorneys’
21 fees, subject to Section III.2 of the Settlement Agreement. This amount shall be paid from the Gross
22 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
23 Settlement Agreement.

24 10. The Court approves the payment of \$24,608.26 to Plaintiff’s Counsel for
25 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
26 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
27 Judgment and the Settlement Agreement.

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1 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for an
2 Enhancement Payment. This amount shall be paid from the Gross Settlement Amount and shall be
3 distributed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of *up to* \$10,000.00 to the Settlement
5 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
6 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
7 Settlement Agreement.

8 13. The Court approves the explanatory letter, attached hereto as **Exhibit 1**, and the
9 Settlement Administrator shall distribute the explanatory letter to Aggrieved Employees at the same
10 time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

11 14. Within twenty-one (21) calendar days after the Effective Date, Defendants will deliver
12 a list to the Settlement Administrator, containing each Aggrieved Employee's full name, last known
13 mailing or email address, total Pay Periods worked during the PAGA Period, dates worked during the
14 PAGA Period, and Social Security number (collectively, "Aggrieved Employees List").

15 15. Within seven (7) business days of receiving the Aggrieved Employees List from
16 Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized
17 spreadsheet containing the estimated Individual PAGA Payments to each Aggrieved Employee and
18 the data used to calculate said payments. After the Settlement Administrator has provided preliminary
19 calculations, the Parties will have five (5) business days to finalize and approve the calculations.

20 16. Within seven (7) business days of the Parties having finalized and approved the
21 calculations, Defendants will fully fund the Gross Settlement Amount by transmitting the funds into a
22 Qualified Settlement Fund established and maintained by the Settlement Administrator.

23 17. Within seven (7) business days of receiving the Gross Settlement Amount funds in the
24 Qualified Settlement Fund, the Settlement Administrator will distribute the Individual PAGA
25 Payments along with the explanatory letter to Aggrieved Employees, the LWDA Payment to the
26 LWDA, the Enhancement Payment to Plaintiff, the Attorneys' Fees and Costs to Plaintiff's Counsel,
27 and the Settlement Administration Costs to itself.

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1 18. Each Individual PAGA Payment check will be valid and negotiable for one hundred
2 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
3 Any funds associated with such canceled checks will be distributed by the Settlement Administrator
4 to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee
5 at issue and the amount of their Individual PAGA Payment.

6 19. If the actual number of Pay Periods is more than ten percent (10%) above 6,148, then
7 the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 6,762
8 Pay Periods (i.e. meaning if the Pay Periods increase by 11% the Gross Settlement Amount will
9 increase by 1%).

10 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

11 21. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and
12 all Aggrieved Employees will release any and all claims for civil penalties under PAGA relating to any
13 and all facts and claims asserted in the PAGA Letter and Complaint or any other claims for civil
14 penalties under PAGA that could have been reasonably alleged, based on the facts alleged in the PAGA
15 Letter and Complaint, arising during the PAGA Period, including but not limited to any and all claims
16 for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks;
17 minimum wages, overtime, and double time wages (including, but not limited to, any and all theories
18 related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense
19 reimbursement; late payment of wages; failure to properly record and maintain employment records;
20 waiting time penalties; wage statement violations; and separation pay violations; and any related
21 claims for attorneys' fees, costs, or interest resulting therefrom (collectively, the "PAGA Released
22 Claims"). Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
23 Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims
24 that arose during the PAGA Period against the Released Parties.

25 22. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
26 releases, in addition to the PAGA Released Claims, all claims related to or arising from Plaintiff's
27 employment with Defendants, whether known or unknown, under federal law or state law, to the fullest
28 extent permitted by law, up to the execution of the Settlement, against the Released Parties

(collectively, the “Plaintiff’s General Release”). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff’s General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff’s discovery of them. Plaintiff further understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. Notwithstanding the above nor anything else in the Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time; (ii) rights or claims arising out of the Agreement after the date the Agreement is executed by Plaintiff; and (iii) rights or claims arising out of the Agreement. The Agreement in no way affects Plaintiff’s entitlement and/or benefits to be received by Plaintiff in workers’ compensation pursuant to the jurisdiction of workers’ compensation.

23. The “Released Parties” means Defendants Fulgent Therapeutics, LLC, and Fulgent Genetics, Inc., each of their former and present owners, parents, and subsidiaries, and all of their former and present officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

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1 25. A Non-Appearence Case Review re: Final Report is set for _____ at
2 _____ in Department 61 located at the Stanley Mosk Courthouse, 111 North Hill Street, Los
3 Angeles, California 90012. The Settlement Administrator shall file a Final Report by
4 _____.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

Honorable Richard S. Kemalyan
Judge of the Superior Court

EXHIBIT 1

[Settlement Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of [INDIVIDUAL PAGA PAYMENT].

You are receiving this check because of a lawsuit brought by Plaintiff Stephanie Leon ("Plaintiff") against Defendants Fulgent Therapeutics, LLC and Fulgent Genetics, Inc. ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). The lawsuit was filed on June 6, 2024, in the Los Angeles County Superior Court, Case No. 24STCV14168 (the "Action").

Plaintiff's Action against Defendants is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendants' alleged unlawful conduct. Specifically, Plaintiff alleges that Defendants failed to comply with wage-and-hour laws as to hourly-paid or non-exempt employees who worked for Defendants.

Defendants strongly deny these claims and maintain that they fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the Parties agreed to settle the matter. The Settlement covers Defendants and each of their former and present owners, parents, and subsidiaries, and all of their former and present officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives (all of whom are referred to here as the "Released Parties"). The Court has approved the Settlement and release of claims described below. By settling the Action, Defendants and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], 2025, the Settlement was approved by the Court. Pursuant to PAGA, a portion of the Settlement is being paid to the government and a portion is being paid to all persons who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period (the "Aggrieved Employees"). You are receiving a portion of the Settlement because Defendants' records indicate that you worked for Defendants during at least one pay period from April 1, 2023 to July 2, 2025 (the "PAGA Period").

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order you have released the Released Parties from the Released PAGA Claims described below.

One hundred percent (100%) of your payment under this Settlement will be considered penalties and not considered taxable but will be reported to the IRS and state tax authorities.

The Settlement bars you and other Aggrieved Employees from any and all claims for civil penalties under PAGA relating to any and all facts and claims asserted in the PAGA Letter and Complaint or any other claims for civil penalties under PAGA that could have been reasonably alleged, based on the facts alleged in the PAGA Letter and Complaint, arising during the PAGA Period, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime, and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; and separation pay violations; and any related claims for attorneys' fees, costs, or interest resulting therefrom.

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Settlement Administrator's contact person]