Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel F. Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

Electronically FILED by Superior Court of California, County of Los Angeles 7/29/2026 12:51 PM David W. Slayton, Executive Officer/Clerk of Court, By A. Zadorian, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

IONIS PHARMACEUTICALS, INC.; INSIGHT GLOBAL, LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV12702
[related to Case No. 24STCV18197]

Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 15

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS

Date: September 2, 2026
Time: 10:00 a.m.
Department: 15

Complaint Filed: July 23, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on September 2, 2026, at 10:00 a.m. in Department 15 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Eduardo Venegas ("Plaintiff") will and hereby does move the Court for an Order granting approval of the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement. Specifically, Plaintiff requests that the Court enter an Order:

1. Granting approval of the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Blanchard Decl.");
2. Directing the distribution of the Gross Settlement Amount of Two Hundred Forty-Nine Thousand Dollars ($249,000.00) pursuant to the terms of the Settlement Agreement;
3. Approving the Net Settlement Amount, estimated to be One Hundred Thirty-Five Thousand Three Hundred Dollars ($135,300), of which seventy-five percent (75%), or One Hundred One Thousand Four Hundred Seventy-Five Dollars ($101,475), will be distributed to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%), or Thirty-Three Thousand Eight Hundred Twenty-Five Dollars ($33,825), will be distributed to the Aggrieved Employees as the Employees' Portion;
4. Approving an award of reasonable attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, or Eighty-Seven Thousand One Hundred Fifty Dollars ($87,150), to Plaintiff's Counsel;
5. Approving reimbursement of Plaintiff's Counsel's actual litigation costs and expenses in an amount of Twelve Thousand Three Hundred Eighty-Eight Dollars and Sixty-Seven Cents ($12,388.67);
6. Approving an Enhancement Payment to Plaintiff in an amount of Ten Thousand Dollars

($10,000.00);

7. Appointing ILYM Group as the Settlement Administrator; and

8. Approving an award of up to Three Thousand Five Hundred Fifty Dollars ($3,550) to ILYM Group for Settlement Administration Costs.

In accordance with California Labor Code sections 2699 *et. seq*., on July 23, 2026, a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website. (Blanchard Decl., ¶ 18 and Exh. 3).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declarations of Annabel Blanchard, Plaintiff Eduardo Venegas, and the Settlement Administrator, ILYM Group, 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: July 29, 2026

BLACKSTONE LAW, APC

By: A. Blanchard

Annabel Blanchard
Attorneys for Plaintiff Eduardo Venegas

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the California Labor Code Private Attorneys General Act, California Labor Code sections 2698, et seq. ("PAGA"), Plaintiff Eduardo Venegas ("Plaintiff") seeks approval of the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into with Defendants Ionis Pharmaceuticals, Inc. ("Ionis") and Insight Global, LLC ("Insight Global") (collectively, "Defendants") (together with Plaintiff, the "Parties"), which is attached as Exhibit 2 to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Blanchard Decl."). The Settlement Agreement terms are outlined as follows:

- Gross Settlement Amount: Two Hundred Forty-Nine Thousand Dollars ($249,000).
- Attorneys' Fees and Costs: Attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, or Eighty-Seven Thousand One Hundred Fifty Dollars ($87,150), and reimbursement of actual litigation costs and expenses in an amount of up to Thirteen Thousand Dollars ($13,000), to be paid from the Gross Settlement Amount..
- Enhancement Payment: Ten Thousand Dollars ($10,000) to Plaintiff, to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: Three Thousand Five Hundred Fifty Dollars ($3,550.00), to be paid from the Gross Settlement Amount.
- Estimated Net Settlement Amount: One Hundred Thirty-Five Thousand Three Hundred Dollars ($135,300), of which seventy-five percent (75%), or One Hundred One Thousand Four Hundred Seventy-Five Dollars ($101,475), will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Thirty-Three Thousand Eight Hundred Twenty-Five Dollars ($33,825), will be paid to the Aggrieved Employees as the Employees' Portion.

As set forth herein, the Settlement Agreement is the product of informed discovery, arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the State of California and Aggrieved Employees. Plaintiff therefore respectfully requests that the Court grant approval of the proposed Settlement Agreement, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant Insight Global, LLC employed Plaintiff Eduardo Venegas as an hourly-paid, non-exempt employee and staffed him at Ionis Pharmaceuticals, Inc. from approximately September 2023 to February 2024. (Blanchard Decl., ¶ 2; Declaration of Eduardo Venegas in Support of Plaintiff's Motion for Approval of PAGA Settlement ["Venegas Decl."], ¶ 2).

On May 14, 2024, Plaintiff's Counsel submitted written notice on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendants, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders ("PAGA Notice"). (Blanchard Decl., ¶ 3 & Exh. 1).

On May 16, 2024, Plaintiff filed a Class Action Complaint ("Class Complaint") in the action entitled Eduardo Venegas v. Ionis Pharmaceuticals, Inc.; Insight Global, LLC, Los Angeles County Superior Court Case No. 24STCV12702 ("Class Action"). The Class Complaint alleged 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, failure to reimburse necessary business expenses, and for unlawful non-compete agreements, and for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations.

On July 23, 2024, Plaintiff filed a Complaint for Enforcement Action Under PAGA ("Operative Complaint") in the action entitled Eduardo Venegas v. Ionis Pharmaceuticals, Inc.; Insight Global, LLC, Los Angeles County Superior Court Case No. 24STCV18197 ("Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of the same provisions of the California Labor Code as enumerated in the Class Compliant, and the applicable Industrial Welfare Commission Wage Orders, as well as distinct allegations that Defendants failed to provide proper sick leave and maintain proper payroll records. (*Id.*, ¶ 5).

On October 16, 2024, Defendant Insight Global filed a Motion to Compel Arbitration of Plaintiff's Individual Claims and to Dismiss Plaintiff's Class Claims in the Class Action ("Motion to Compel Arbitration – Class Action"), and Defendant Ionis filed its Joinder to Insight Global, LLC's Motion to Compel Arbitration – Class Action. (Blanchard Decl., ¶6).

On November 11, 2024, Plaintiff propounded formal written discovery on Defendants, specifically: Requests for Production of Documents to Defendant Insight Global (Set One), Special Interrogatories to Defendant Ionis (Set One), Request for Production of Documents to Defendant Ionis (Set One), and Special Interrogatories to Defendant Insight Global (Set One). (*Id.*, ¶ 7).

On November 14, 2024, the Court ordered the Class Action and the Action related, and designated the Class Action as the lead case. (*Id.*, ¶ 8).

On December 13, 2024, Defendant Insight Global served its Response to Plaintiff's Special Interrogatories (Set One) and its Response to Plaintiff's Request for Production of Documents (Set One). (*Id.*, ¶ 9).

On April 7, 2025, Defendant Insight Global filed a Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and to Stay Plaintiff's Representative PAGA Claim in the Action, and Defendant Ionis filed its Joinder to Insight Global's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and to Stay Plaintiff's Representative PAGA Claim in the Action. (*Id.*, ¶ 10).

On July 1, 2025, the Court entered its Ruling and Order Re: Defendant Insight Global, LLC's Motion to Compel Arbitration and Ionis Pharmaceuticals, Inc.'s Joinder thereto (in 24STCV12702); and Defendant Insight Global, LLC's Motion to Compel Arbitration and Ionis Pharmaceuticals, Inc.'s Joinder Thereto (in 24STCV18197). The Court granted the Motions to Compel Arbitration in the Class Action and Action, on an individual basis, the class claims were dismissed, and the actions were stayed pending completion of the arbitration proceeding. (*Id.*, ¶ 11).

On January 28, 2026, Plaintiff and Defendants participated in a formal mediation with Allison C. Eckstrom of Signature Resolution. In advance of the mediation, Defendants produced relevant wage and hour policies and anonymized timekeeping and payroll data of all Aggrieved Employees to aid the Parties at mediation. After further negotiations and with the aid of the mediator's evaluation, the

Parties reached an agreement to resolve the remaining claims in the Action. (*Id*., ¶ 12).

On June 29, 2026, the Parties fully executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"). (*Id*., ¶ 13 & Exh. 2).

During the course of formal and informal discovery in the Action, Plaintiff's Counsel conducted a thorough investigation into the facts and claims at issue. (Blanchard Decl., ¶ 14). This included obtaining and analyzing data, information, and documents relating to the alleged Labor Code violations, including information concerning the Aggrieved Employees, the PAGA Period, the alleged violations, and the pay periods worked by Aggrieved Employees, so that Plaintiff could assess the number of alleged potential violations, the value of the recoverable PAGA civil penalties, and the strengths and weaknesses of the Released Claims. (Blanchard Decl., ¶ 14)

Based on the data, information, and documents received, as well as discussions with Defendants' counsel, Plaintiff's Counsel was able to evaluate the scope of the Aggrieved Employees, the approximate number of Total Pay Periods at issue during the PAGA Period, and the potential value of the PAGA civil penalties that could be sought in the Action. (Id., ¶ 15). Defendants disputed Plaintiff's allegations, denied any wrongdoing, and disputed the existence and extent of any liability. (Ibid). Plaintiff's Counsel's experience litigating similar representative wage-and-hour matters, together with the investigation conducted and the information obtained, was sufficient to evaluate the potential value of the PAGA claims and the strengths and weaknesses of the Action for purposes of settlement. (Ibid.).

The Parties believe the Settlement Agreement is fair, reasonable, and adequate. (Blanchard Decl., ¶ 16). The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of disputed PAGA claims, and that the Parties intend to effect a final resolution of the Action and the Released Claims, subject to Court approval. (Ibid.)

Defendants deny all claims and allegations asserted in the Action and deny any wrongdoing of any kind. (Id., ¶ 17). Defendants do not waive, and instead expressly reserve, all available defenses to the claims and allegations in the Action if the Settlement Agreement does not become effective. (Ibid.) The Settlement Agreement reflects a compromise reached to avoid the additional cost and uncertainty of continued litigation. (Ibid.) Following investigation, mediation, and further negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve the Action and the Released Claims. (Ibid.)

III. THE SETTLEMENT TERMS

A. Definition of the Aggrieved Employees

For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" are defined as all individuals who are current or former non-exempt employees of Ionis in the State of California during the PAGA Period, as well as all current or former non-exempt employees of Insight Global who were staffed at Ionis in the State of California during the PAGA Period. (Blanchard Decl., ¶ 19; Settlement Agreement, § 3(a)(5)). The "PAGA Period" is the period from May 14, 2023, to May 5, 2026. (Blanchard Decl., ¶ 19; Settlement Agreement, § 3(a)(5)). The Aggrieved Employees worked approximately 5,849 pay periods during the PAGA Period. (Blanchard Decl., ¶ 19; Settlement Agreement, § 3(a)(6)).

B. Amount of Settlement

The Parties have agreed to settle the Action and the Released Claims for a non-reversionary Gross Settlement Amount of Two Hundred Forty-Nine Thousand Dollars ($249,000.00). (Blanchard Decl., ¶ 20; Settlement Agreement, § 3(a)).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount includes all requested costs, fees, and settlement allocations. (Blanchard Decl., ¶ 20; Settlement Agreement, § 3(a)). The Gross Settlement Amount includes: (1) attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, or $87,150 if the Gross Settlement Amount is $249,000; (2) reimbursement of actual litigation costs and expenses in an amount of up to Thirteen Thousand Dollars ($13,000); (3) an Enhancement Payment to Plaintiff in an amount of Ten Thousand Dollars ($10,000); and (4) Settlement Administration Costs in an amount of up to Three Thousand Five Hundred Fifty Dollars ($3,550). (Blanchard Decl., ¶ 20; Settlement Agreement, §§ 3(a)(1)-3(a)(3)).

The balance remaining after the Court-approved deductions for Attorneys' Fees and Costs, the Enhancement Payment, and Settlement Administration Costs will be the Net Settlement Amount.

(Blanchard Decl., ¶ 21; Settlement Agreement, § 3(a)(4)). Assuming approval of the requested deductions, the Net Settlement Amount will be One Hundred Thirty-Five Thousand Three Hundred Dollars ($135,300), of which seventy-five percent (75%), or One Hundred One Thousand Four Hundred Seventy-Five Dollars ($101,475), will be distributed to the LWDA, and twenty-five percent (25%), or Thirty-Three Thousand Eight Hundred Twenty-Five Dollars ($33,825), will be distributed to Aggrieved Employees on a pro rata basis based on the number of Individual Pay Periods they each worked during the PAGA Period. (Blanchard Decl., ¶ 21; Settlement Agreement, §§ 3(a)(5), 5(b)).

No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees containing each Aggrieved Employee's: (i) first and last name; (ii) last known address; (iii) Social Security number; and (iv) number of Individual Pay Periods (the "Aggrieved Employees List"). (Blanchard Decl., ¶ 22; Settlement Agreement, § 5(c)(1)1).

The "Effective Date" of the Settlement shall be the date on which the later of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing approval of the Settlement and final judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 61 days following final approval being entered); (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court's final approval Order with no right to pursue further remedies or relief. (Blanchard Decl., ¶ 23; Settlement Agreement, § 5(a)).

Subject to Court approval of the Settlement Agreement, Defendants will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator within twenty-one (21) calendar days of the Effective Date ("Funding Date"). (Blanchard Decl., ¶ 23; Settlement Agreement, § 5(a)).

No later than five (5) business days after the Funding Date, the Settlement Administrator will mail the agreed-upon Cover Letter and Individual PAGA Payment checks to all Aggrieved Employees, and will transmit the LWDA Payment, Enhancement Payment, Attorneys' Fees and Costs, and Settlement Administration Costs. (Blanchard Decl., ¶ 24; Settlement Agreement, §§ 5(c)(3), 5(c)(5)-

5(c)(8)).

Each Individual PAGA Payment check will remain valid for one hundred eighty (180) calendar days from the date of mailing and thereafter will be canceled. (Blanchard Decl., ¶ 25; Settlement Agreement, § 5(c)(4)). Funds associated with canceled checks will be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s). (Blanchard Decl., ¶ 25; Settlement Agreement, § 5(c)(4)).

The Aggrieved Employees worked approximately 5,849 pay periods during the PAGA Period, May 14, 2023, to May 5, 2026. (Blanchard Decl., ¶ 26; Settlement Agreement, § 3(a)(6)). If the actual number of Total Pay Periods is more than ten percent (10%) above 5,849, meaning greater than 6,434, the Gross Settlement Amount will be increased proportionally by the percentage that the actual number of Total Pay Periods exceeds 6,434. (Blanchard Decl., ¶ 26; Settlement Agreement, § 3(a)(6)).

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT

The settlement of a PAGA claim requires court approval. (Lab. Code, § 2699(s)(2)). Although the Labor Code does not set forth specific criteria for evaluating a PAGA settlement, the Court may consider whether the settlement is fair, reasonable, and adequate in light of the strengths and weaknesses of the PAGA claims, the risks of continued litigation, and the potential value of the claims. (Blanchard Decl., ¶ 33). In doing so, the Court should remain mindful that a "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (In re TD Ameritrade Account Holder Litig., 2011 U.S. Dist. LEXIS 103222, at *24 (N.D. Cal. Sept. 12, 2011).) "[T]he very essence of a settlement is ... 'a yielding of absolutes and an abandoning of highest hopes,'" and "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (Officers for Justice v. Civil Service Com., 688 F.2d 615, 624-626 (9th Cir. 1982).) Accordingly, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits," nor should the settlement be "judged against a hypothetical or speculative measure of what might have been achieved." (Ibid.)

Although a reviewing court may consider some factors used in evaluating class action settlements, a PAGA settlement differs from a class action settlement because "a PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action].” (Casida v. Sears Holdings Corp., 2012 U.S. Dist. LEXIS 9302, at 8 (E.D. Cal. Jan. 25, 2012)). Thus, the Court’s review should focus on whether the proposed resolution reasonably advances PAGA’s enforcement purposes in light of the risks, costs, and uncertainty of continued litigation.

This distinction matters because “[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages.” (Mendez v. Tween Brands, Inc., 2010 U.S. Dist. LEXIS 66454, at 11 (E.D. Cal. June 30, 2010)). While a PAGA action is “designed to protect the public and penalize the employer for past illegal conduct,” the settlement of such claims still necessarily reflects a compromise. (Ibid.) Likewise, “[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action.” (Ochoa-Hernandez v. Cjaders Foods, Inc., 2010 U.S. Dist. LEXIS 32774, at 12 (Apr. 2, 2010)). The purpose of PAGA is therefore distinct from a class action seeking damages or injunctive relief, as PAGA is intended to incentivize private parties to recover civil penalties for the State that otherwise may not have been assessed and collected by overburdened enforcement agencies. (Ibid.)

Second, consistent with the fact that unnamed employees have no property interest in a PAGA claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.” (Ochoa-Hernandez, 2010 U.S. Dist. LEXIS 32774, at 13). PAGA “does not create property rights or any other substantive rights”; rather, “[i]t is simply a procedural statute allowing an aggrieved employee to recover civil penalties [for Labor Code violations] that otherwise would be sought by state labor law enforcement agencies.” (Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct., 46 Cal.4th 993, 1003 (2009)). This renders the approval process for a PAGA settlement distinct from the approval process for a class action settlement, including because the Court need not employ the two-step approval process required for class settlements under California Rules of Court, rule 3.769.

Finally, unlike class action settlements, the permissible scope of release in a PAGA settlement is limited. Although “judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,” nonparty employees, "because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (Arias v. Sup. Ct., 46 Cal.4th 969, 985-987 (2009)). Thus, the release in a PAGA settlement should be confined to claims for PAGA civil penalties alleged in the complaint and/or the plaintiff's notice to the LWDA and claims that were or could have been alleged under PAGA based on the factual allegations in those documents.

V. THE AGREEMENT IS FAIR AND SHOULD BE APPROVED

A. The Agreement is Presumed to Be Fair

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 Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters. (Blanchard Decl., ¶ 27).

B. The Agreement is Fair, Adequate, and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if it is fair given the circumstances of the case. (*Mallick v. Sup. Ct.*, 89 Cal.App.3d 434, 438 (1979)). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." (*Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted)). A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain one hundred percent of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement."[1] (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)). Even though a *Kullar* analysis is not required for approval of a PAGA settlement, a brief analysis is included to support approval of the Settlement Agreement. (*See* Blanchard Decl., ¶¶ 34-47).

These factors require balancing and are non-exhaustive. Trial courts should therefore tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." (*Dunk, supra,* 48 Cal. App. 4th at 1801).

1. Strength of Plaintiff's Case

To prevail at trial, Plaintiff would have to prove the underlying Labor Code violations supporting his PAGA claims and establish that Defendants' conduct gives rise to recoverable civil penalties. Here, Plaintiff's core allegations are that Defendants violated the California Labor Code by, among other things, failing to timely pay wages during employment and upon separation, failing to provide compliant wage statements, failing to provide compliant meal and rest periods, failing to properly pay minimum and overtime wages, failing to maintain required payroll records, failing to reimburse necessary business expenses, and otherwise engaging in conduct giving rise to claims for PAGA civil penalties. (Blanchard Decl., ¶ 28).

Defendants maintained several defenses to Plaintiff's theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. (*Id*., ¶ 29). Throughout this litigation, Defendants maintained, and continue to maintain, that they had, and continue to have, compliant employment policies and practices throughout the time period at issue. (Ibid). Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under PAGA. (Ibid). Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. (Ibid). Defendants also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent are aggrieved. (Ibid).

[1] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." (Ibid; Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1136 (2012) [holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors]).

Even if violations of the California Labor Code or applicable Industrial Welfare Commission Wage Orders occurred, which Defendants deny, Defendants contended that any alleged violations would not support the maximum civil penalties sought by Plaintiff. (Blanchard Decl., ¶ 30). Defendants also contended that, with respect to the PAGA claims, the Court was unlikely to assess cumulative penalties for the maximum number of possible alleged Labor Code violations, particularly where Plaintiff's theories were based on related conduct and overlapping statutory provisions. (Blanchard Decl., ¶ 31.)

While Plaintiff maintains that the PAGA claims have merit, Plaintiff and Plaintiff's Counsel considered these defenses and valuation risks in reaching the Settlement Agreement, including the risk that heightened penalties would not apply, the risk that cumulative or overlapping penalties would not be awarded, and the Court's discretion to reduce any PAGA civil penalties. (Blanchard Decl., ¶¶ 31, 47).

While Plaintiff maintains that the PAGA claims have merit, in reaching the Settlement Agreement, Plaintiff and Plaintiff's Counsel considered the strengths and weaknesses of each side's position, the risks of continued litigation, the uncertainty of trial and any post-judgment proceedings, and the benefit obtained through the Settlement. (Id., ¶ 32). Plaintiff's Counsel also considered the information obtained through investigation, information provided by Plaintiff, and data and information provided by Defendants, and prepared valuation models to assess the potential exposure for the Released Claims. (Id., ¶ 47). Based on that analysis, and assuming Plaintiff could establish that civil penalties were recoverable on a representative basis for the alleged violations during the PAGA Period, Defendants' theoretical exposure could be substantial. (Ibid.). However, Plaintiff's Counsel also considered the risks of continued litigation, including Defendants' denial of liability, Defendants' asserted defenses, the risk that heightened penalties would not apply, the risk that cumulative or overlapping penalties would not be awarded, and the Court's discretion to reduce any PAGA civil penalties. (Ibid.). After accounting for these risks, the strengths and weaknesses of the claims and defenses, and the costs and delays of further litigation, Plaintiff's Counsel believes that the Gross Settlement Amount of $249,000.00 represents a fair, reasonable, and adequate result for the Action and the Released Claims. (Ibid.).

2. Risk, Expense, Complexity, and Likely Duration of Further Litigation

Approval of the Settlement Agreement is also appropriate in light of the risk, expense, and complexity of further litigation. As discussed above, the Settlement Agreement takes into consideration the specific factual and legal hurdles faced by Plaintiff in establishing Defendants' penalty-liability in this case, which may have resulted in a net-zero recovery. Any recovery on these claims is not certain. And even when liability is found, PAGA claims are discretionary, such that the Court could decline to award their full value. Some of Plaintiff's claims are also derivative, and as such, Plaintiff must prevail on his underlying California Labor Code claims in order to prevail on the derivative claims. These risks – when balanced with the fact that the Agreement achieved a very significant recovery (as demonstrated below), and that further litigation posed a risk of diminishing such recovery by increasing litigation expenses – weigh strongly in favor of settlement approval.

3. The Benefits Conferred by the Agreement Balance in Favor of Approval

The Settlement Agreement provides a *significant* monetary benefit that falls well within the range of an acceptable settlement under the circumstances, which is the standard on which the instant Agreement must be judged. As held by the Ninth Circuit: "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d at 625 (emphasis in original)). As the Second Circuit has pointed out: "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 & n.2 (2nd Cir. 1974)).

The Net Settlement Amount is currently estimated to be One Hundred Thirty-Five Thousand

Three Hundred Dollars ($135,300.00). (Blanchard Decl., ¶ 48). After all deductions from the Gross Settlement Amount are made for the Attorneys' Fees and Costs, the Enhancement Payment, and the Settlement Administration Costs, One Hundred One Thousand Four Hundred Seventy-Five Dollars ($101,475), or 75% of the Net Settlement Amount, will be distributed to the LWDA, and Thirty-Three Thousand Eight Hundred Twenty-Five Dollars ($33,825), or 25% of the Net Settlement Amount, will be distributed to the Aggrieved Employees. (Ibid.) There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount because it allocates 75% of the Net Settlement Amount to the LWDA Payment and 25% to the Employees' Portion. (Ibid.).

The Settlement Agreement is a compromise of highly disputed claims. (Blanchard Decl., ¶ 49). Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to litigate the Action through trial and any possible post-judgment proceedings. (Ibid.) Plaintiff and Plaintiff's Counsel have also considered the uncertainty and risk of continued litigation, including the strengths and weaknesses of the claims and defenses, the burdens of proof necessary to establish liability, and the difficulties in establishing the right to recover PAGA civil penalties on behalf of the State of California and the Aggrieved Employees. (Blanchard Decl., ¶49) Plaintiff and Plaintiff's Counsel have also considered Defendants' agreement to enter into a settlement that confers meaningful relief upon the Aggrieved Employees and the State of California. (Ibid.) Considering all of the facts and circumstances of this Action, Plaintiff and Plaintiff's Counsel have determined that the Settlement Agreement represents a fair, reasonable, and adequate resolution of the Action and the Released Claims, and that it is in the best interests of the Aggrieved Employees and the State of California. (Ibid.)

The result achieved in this case is well within the range of what is considered an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. (*Id.*, ¶ 50). (*See, e.g., DCH Auto Wage and Hour Cases,* Los Angeles Superior Court, Case No. JCCP4833 (May 2017) [approving $15,000 out of $4 million toward settlement of PAGA claims]; *Garcia v. Gordon Trucking, Inc.,* 2012 U.S. Dist. LEXIS 160052, at *9 (E.D. Cal. Oct. 29, 2012) [approving $10,000 out of $3.7 million toward settlement of PAGA claims]; *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, at *40 (E.D. Cal. June 11, 2012) [approving $7,500 out of

$518,245 toward settlement of PAGA claims]; *Chu v. Wells Fargo Investments, LLC,* 2011 U.S. Dist. LEXIS 15821, at *4 (N.D. Cal. Feb. 15, 2011) (approving $10,000 out of $6.9 million toward settlement of PAGA claims]; *Franco v. Ruiz Food Prods.,* 2012 U.S. Dist. LEXIS 169057, at *14 (E.D. Cal. Nov. 27, 2021) [approving $10,000 out of $2.5 million toward settlement of PAGA claims]). Here, the value obtained for settlement of the PAGA claims is significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

4. <u>The Scope of the Release is Narrowly Tailored</u>

As discussed above, the California Supreme Court has concluded that, in the context of PAGA, "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (Arias, 46 Cal.4th at 987). Consistent with that limitation, the Settlement Agreement releases only claims for civil penalties for Labor Code violations during the PAGA Period that were or could have been alleged based on the facts set forth in the Operative Complaint or the PAGA Notice, irrespective of the theory of liability. (Settlement Agreement, § 6(b)). The release specifically includes PAGA civil-penalty claims premised on the Labor Code provisions identified in the Settlement Agreement, as well as all theories of liability that were or could have been predicated on those provisions. (Settlement Agreement, § 6(b)).

As such, this factor balances strongly in favor of approval of the Agreement.

5. <u>Experience and Views of Counsel Favor Approval</u>

Plaintiff's Counsel is experienced in complex representative and class action wage-and-hour litigation. (Blanchard Decl., ¶ 56). In the view of Plaintiff's Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement. (*Id*., ¶ 51). Furthermore, courts have acknowledged that "the interests of a plaintiff, counsel, and other potentially aggrieved employees are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations as the evidence will sustain[.]" (*Williams v. Superior Court*, 3 Cal. 5th 531, 548-549 (2017) [citing Labor Code § 2699(g)(l)(i)]).

6. The Extent of Discovery and Stage of Proceedings Favor Approval

In evaluating this element, the Court should be mindful that "'formal discovery is not a necessary ticket to the bargaining table'" [*Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239], as the relevant consideration is "whether 'the parties have sufficient information to make an informed decision about settlement.'" (*See Sandoval v. Roadlink United States Pac., Inc.*, 2011 U.S. Dist. LEXIS 130378, at 26 (C.D. Cal. Nov. 9, 2011)).

Here, the extent of formal and informal discovery and investigation conducted was sufficient to enable Plaintiff's Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. (Blanchard Decl., ¶ 52). During the course of formal and informal discovery, Plaintiff's Counsel obtained and analyzed data, information, and documents relating to the alleged Labor Code violations, including information concerning the Aggrieved Employees, the PAGA Period, the alleged violations, and the pay periods worked by Aggrieved Employees, so that Plaintiff could assess the number of alleged potential violations, the value of the recoverable PAGA civil penalties, and the strengths and weaknesses of the Released Claims. (Id., ¶ 14). Based on the data, information, and documents received, as well as discussions with Defendants' Counsel, Plaintiff's Counsel was able to evaluate the scope of the Aggrieved Employees, the approximate number of Total Pay Periods at issue during the PAGA Period, and the potential value of the PAGA civil penalties that could be sought in the Action. (Blanchard Decl., ¶ 15).

Based on Plaintiff's Counsel's experience litigating wage and hour claims, such investigation was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement. (Ibid).

VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

As the prevailing party in settlement, Plaintiff is entitled to recover attorneys' fees for bringing her PAGA claims. (Lab. Code § 2699(k) ["Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."]). Plaintiff's Counsel is also entitled to attorneys' fees pursuant to Code of Civil Procedure section 1021.5(a), as the instant action has resulted in the enforcement of important rights benefiting the public and secures monetary recovery for the State of California as well as the Aggrieved Employees. A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. (*See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff ... for the benefit of all results in the creation or preservation of that fund, such plaintiff ... may be awarded attorney's fees out of the fund."]).

In *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), the California Supreme Court confirmed that "[t]he percentage of fund method survives in California class action cases." Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method-including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation-convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Id.*, at 503 [internal citation omitted]).

While trial courts have discretion to apply either a lodestar method or percentage-of-the-fund method, the California Supreme Court has taken the position that trial courts also "retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee." (*Lafitte*, 1 Cal.5th at 506; *see also Wershba*, 91 Cal.App. 4th at 253). Courts award fees to serve as an economic incentive for lawyers to undertake litigation, and thereby enhance and facilitate access to the judicial system for adjudication of meritorious claims, and to deter wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." (*Lealao v. Beneficial Cal., Inc*., 82 Cal.App.4th 19, 41 (2000); *see also Laffitte,* l Cal.5th at 506 [holding that "trial court did not abuse its discretion in using [the percentage of fund method], in part to approve the fee request"]). Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." (*Ketchum v. Moses*, 24 Cal.4th 1122, 1132 (2001)).

The percentage method is particularly appropriate where a monetary settlement has been recovered and "the benefit [recovered can be] easily quantified." (*In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011)). Where the amount of a settlement is a "certain or easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (Weil and Brown, California Practice Guide, *Civil Procedure Before Trial,* Chapter 14, section 14:145; *Dunk, supra,* 48 Cal. App. 4th at 1808). The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao, supra,* 82 Cal.App.4th at 49). California law provides that the award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*See Lealao,* 82 Cal.App.4th at 47-50; *Laffitte,* 1 Cal.5th 480 at 503). In cases where the settlement agreement provides that the defendant will pay the plaintiffs' attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. (*Lealao,* 82 Cal.App.4th at 32). Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at 53). Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. (*Id.* at 48). "The ultimate goal ... is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." (*Consumer Privacy Cases*, 175 Cal.App.4th 545, 557-58 (2009) [quoting *Apple Computer, Inc. v. Superior Court, supra,* 126 Cal.App.4th at 1270]).

Plaintiff's Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the case is within the range of reasonableness. Historically, courts have awarded fees as high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of the case. (*See In re Ampicillin Antitrust Litig.*, 526 F.Supp. 494 (D.D.C. 1981) [awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount]; *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* 480 F.Supp. 1195 (S.D.N.Y. 1979) [awarding approximately 53% of the settlement as attorneys' fees]).

Here, Plaintiff's Counsel's request for attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, or $87,150 if the Gross Settlement Amount is $249,000, is fair and reasonable based on the percentage-of-the-recovery method. (Blanchard Decl., ¶ 54). Plaintiff's Counsel prosecuted this Action despite the risk of an unsuccessful outcome and no fee recovery of any kind. (Blanchard Decl., ¶ 53). Plaintiff's Counsel also investigated the facts, researched applicable legal issues, drafted pleadings and the mediation brief, reviewed documents, prepared for and attended mediation, and facilitated the settlement by drafting the settlement documents and settlement-approval documents. (Blanchard Decl., ¶ 57). Plaintiff's Counsel is experienced in complex representative and class-action wage-and-hour litigation, and the attorneys who worked on the Action are experienced in litigating wage-and-hour matters. (Blanchard Decl., ¶ 56).

In the present case, Plaintiff's Counsel has borne the risks and costs of litigation and will not receive any compensation unless recovery is obtained. (Blanchard Decl., ¶ 54). Plaintiff's Counsel is experienced in complex wage-and-hour representative litigation and used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State of California. (Blanchard Decl., ¶ 54). Considering the amount of fees requested, the work performed, the risks incurred, and Plaintiff's Counsel's experience in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, or $87,150 if the Gross Settlement Amount is $249,000.00, are reasonable and should be awarded. (Ibid.)

VII. THE REQUESTED ATTORNEYS' COSTS AND EXPENSES ARE FAIR AND REASONABLE

The Settlement Agreement provides for reimbursement of Plaintiff's Counsel's actual litigation costs and expenses in an amount of up to Thirteen Thousand Dollars ($13,000). (Blanchard Decl., ¶ 59; Settlement Agreement, § 3(a)(1)). Plaintiff's Counsel seeks reimbursement of its actual litigation costs and expenses incurred in prosecuting this Action, as reflected in the itemized cost list attached as Exhibit 5 to the Blanchard Declaration. (Blanchard Decl., ¶ 59 and Exh. 5). Accordingly, Plaintiff's Counsel respectfully requests that the Court reimburse it for actual litigation costs and expenses in the amount of Twelve Thousand Three Hundred Eighty-Eight Dollars and Sixty-Seven Cents ($12,388.67). (Blanchard Decl., ¶ 59; Settlement Agreement, § 3(a)(1)).

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE

As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, to serve as Settlement Administrator. (Blanchard Decl., ¶ 60; Settlement Agreement, §§ 3(a)(3), 4(e)). The Settlement Administration Costs are estimated not to exceed Three Thousand Five Hundred Fifty Dollars ($3,550). (Blanchard Decl., ¶ 60; Settlement Agreement, § 3(a)(3)). These costs include, but are not limited to, expenses for preparing and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, performing address searches, re-mailing returned PAGA Settlement Packages to any updated addresses obtained, transmitting the LWDA Payment, Enhancement Payment, Attorneys' Fees and Costs, and Settlement Administration Costs, and handling administration of the Settlement. (Blanchard Decl., ¶ 60). Accordingly, the Court should grant approval of Settlement Administration Costs in the amount of up to Three Thousand Five Hundred Fifty Dollars ($3,550) to ILYM Group, a necessary third party for handling the settlement administration process. (Blanchard Decl., ¶60).

IX. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE

The purpose of an enhancement award is to incentivize aggrieved employees to step into the shoes of the state labor agency and undertake the responsibilities associated with initiating a lawsuit and serving in a representative capacity. (*See, e.g., Bell v. Farmers Ins. Exch*., 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the action); *Clark v. Am. Residential Servs., LLC*, 175 Cal.App.4th 785, 804 (2009) ("an incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit'"). Plaintiff initiated this litigation on behalf of the State of California and the Aggrieved Employees who will receive payment from the Settlement. By initiating and pursuing the Action, Plaintiff acted as a representative of the State of California and the Aggrieved Employees. (Blanchard Decl., ¶ 61). Plaintiff was available when Plaintiff's Counsel needed him and assisted Plaintiff's Counsel in obtaining information relevant to the prosecution and resolution of the Action. (Id.; Venegas Decl., ¶¶ 4-5). The requested Enhancement Payment is reasonable given the time and effort Plaintiff spent on the Action, and Plaintiff's services on behalf of the State of California and the Aggrieved Employees. (Blanchard Decl., ¶ 61).

Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive an Enhancement Payment of up to Ten Thousand Dollars ($10,000.00), in addition to any Individual PAGA Payment he will receive as an Aggrieved Employee, and for his services on behalf of the State of California and the Aggrieved Employees. (Blanchard Decl., ¶ 63).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, and grant the relief requested herein.

Respectfully submitted,

Dated: July 29, 2026

BLACKSTONE LAW, APC

By: A. Blanchard

Annabel Blanchard
Attorneys for Plaintiff Eduardo Venegas