

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

**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

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING PLAINTIFF'S 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

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On September 2, 2026, at 10:00 a.m. in Department 15 of the above-entitled Court, located at
3 the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff
4 Eduardo Venegas's ("Plaintiff") Motion for Approval of PAGA Settlement, Attorneys' Fees and
5 Costs, Enhancement Payment, and Settlement Administration Costs ("Motion") came on for hearing
6 before the Honorable Timothy Patrick Dillon. Blackstone Law, APC appeared on behalf of Plaintiff,
7 and Quarles & Brady LLP appeared on behalf of Defendant Ionis Pharmaceuticals, Inc. ("Ionis"), and
8 Seyfarth Shaw LLP appeared on behalf of Defendant Insight Global, LLC ("Insight Global")
9 (collectively, "Defendants").

10 Plaintiff and Defendants (together, the "Parties") have executed the Private Attorneys General
11 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement").

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

14 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

28 5. The individuals covered under the Settlement consist of the following: all individuals

1 who are current or former non-exempt employees of Ionis Pharmaceuticals, Inc. (“Ionis”) in the State
2 of California during the PAGA Period, as well as all current or former non-exempt employees of
3 Insight Global, LLC (“Insight Global”) who were staffed at Ionis in the State of California during the
4 PAGA Period (“Aggrieved Employees”). The “PAGA Period” is defined as the period from May 14,
5 2023, to May 5, 2026.

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

8 7. The Court has reviewed the sum allocated for payment of penalties under PAGA (“Net
9 Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby
10 approves the Net Settlement Amount, which shall be the Gross Settlement Amount of \$249,000.00
11 less the approved Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
12 Costs to ILYM Group (“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 as the Employees’ Portion in
15 accordance with this Order 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 \$87,150.00 to Plaintiff’s Counsel for attorneys’
21 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
22 accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of up to \$13,000.00 to Plaintiff’s Counsel for
24 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
25 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
26 Judgment and the Settlement Agreement.

27 11. The Court approves an Enhancement Payment in the amount of \$10,000.00 to Plaintiff.
28 This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance

1 with this Order and Judgment and the Settlement Agreement.

2 12. The Court approves payment in the amount of up to \$3,550.00 to the Settlement
3 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
4 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
5 Settlement Agreement.

6 13. The Court approves the cover letter (“Cover Letter”), attached hereto as **Exhibit 1**, and
7 the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same
8 time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

9 14. No later than fourteen (14) calendar days after the Court’s order granting approval of
10 the Settlement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved
11 Employees containing each Aggrieved Employee’s: (i) first and last name; (ii) last known address;
12 (iii) Social Security number; and (iv) number of Individual Pay Periods (“Aggrieved Employees
13 List”).

14 15. The “Effective Date” of the Settlement shall be the date on which the later of the
15 following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding
16 opposing approval of the Settlement and final judgment has elapsed without any appeal, writ, or other
17 appellate proceeding having been filed (i.e., 61 days following final approval being entered); (b) when
18 any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and
19 conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other
20 appellate proceeding has upheld the Court’s final approval Order with no right to pursue further
21 remedies or relief.

22 16. Subject to Court approval of the Settlement Agreement, Defendants shall transmit the
23 Gross Settlement Amount to a qualified settlement account established by the Settlement
24 Administrator within twenty-one (21) calendar days of the Effective Date (“Funding Date”).

25 17. No later than five (5) business days after the Funding Date, the Settlement
26 Administrator shall distribute a Cover Letter and Individual PAGA Payment Check to each Aggrieved
27 Employee, and transmit the LWDA Payment to the LWDA, Enhancement Payment to Plaintiff,
28 Settlement Administration Costs to itself, and Attorneys’ Fees and Costs to PAGA Counsel.

1 18. Each Individual PAGA Payment check will remain valid for one hundred eighty (180)
2 calendar days from the date of mailing and thereafter will be canceled. Funds associated with canceled
3 checks will be transmitted to the State Controller's Office Unclaimed Property Division in the name
4 of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA
5 Payment(s).

6 19. If the actual number of Total Pay Periods is more than ten percent (10%) above 5,849,
7 meaning greater than 6,434, the Gross Settlement Amount will be increased proportionally by the
8 percentage that the actual number of Total Pay Periods exceeds 6,434.

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

10 21. Effective on the Funding Date, the LWDA and Plaintiff, as a proxy for the State of
11 California, fully release Defendants and each of their former and present directors, officers,
12 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
13 affiliates, DBAs, vendors, contractors, and any other persons acting by or through, under, or in concert
14 with any of them (collectively, the "Released Parties") from any and all claims for civil penalties for
15 Labor Code violations during the PAGA Period that were or could have been alleged based on the
16 facts set forth in the Operative Complaint or the PAGA Notice, irrespective of theory of liability. This
17 release specifically includes, but is not limited to, all claims for PAGA civil penalties premised on
18 California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 245-249, 432, 432.5,
19 510, 512, 558, 925, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as
20 all PAGA claims arising out of any alleged violation of Business & Professions Code section 16600.
21 This release includes all theories of liability that were or could have been predicated on the above
22 Labor Code provisions (collectively, "Released Claims").

23 22. No individualized notice of this Order and Judgment is required to be provided to the
24 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
25 system established for the filing of notices and documents, in conformity with California Labor Code
26 § 2699(s)(3).

27 23. A Compliance Hearing is set for _____ at _____ in Department
28 15 located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

1 A declaration regarding the status of the distribution of the settlement funds is due to be filed no later
2 than _____ .

3 **IT IS SO ORDERED.**

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5 Dated: _____

6 Honorable Timothy Patrick Dillon
7 Judge of the Superior Court
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EXHIBIT 1

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Eduardo Venegas v. Ionis Pharmaceuticals, Inc., Insight Global, LLC, et al.*,
Los Angeles County Superior Court Case No. 24STCV18197

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Eduardo Venegas v. Ionis Pharmaceuticals, Inc., Insight Global, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV18197 (“Action”).

On July 23, 2024 Eduardo Venegas (“Plaintiff”) filed a lawsuit against his former employer Insight Global, LLC (“Insight Global”), and the client company where Mr. Venegas was staffed, Ionis Pharmaceuticals, Inc. (“Ionis”) (“Insight Global” and “Ionis” together being “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders (the “Operative Complaint”). Prior to initiating the lawsuit, on May 14, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1028343-24 (“PAGA Notice”).

Defendants vigorously deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion of the settlement funds to be paid to the LWDA and a portion to be paid to 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 individuals who are current or former non-exempt employees of Insight Global who were staffed at Ionis in the State of California during the PAGA Period (“Aggrieved Employees”). The time period beginning May 14, 2023 through May 5, 2026 is the “PAGA Period.”

You are receiving the enclosed Individual PAGA Payment because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for either Ionis or for Insight Global and were staffed with Ionis during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, DBAs, vendors, contractors, and any other persons acting by or through, under, or in concert with any of them.

“Released Claims” means any and all 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 theory of liability. This release specifically includes but is not limited to all claims for PAGA

COVER LETTER

civil penalties premised on the following California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 245-249, 432, 432.5, 510, 512, 558, 925, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, as well all PAGA claims arising out of any alleged violation of Business & Professions Code section 16600. This release includes all theories of liability that were or could have been predicated on the above Labor Code provisions.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed or deposited within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court or the Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].