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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,

Plaintiffs,

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

DECLARATION OF ANABEL BLANCHARD IN SUPPORT OF 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

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC ("Plaintiff's Counsel"), attorneys of record for Plaintiff Eduardo Venegas ("Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Procedural History

2. Defendants Ionis Pharmaceuticals, Inc. ("Ionis") and Insight Global, LLC ("Insight Global") are collectively referred to as "Defendants." Plaintiff Eduardo Venegas ("Plaintiff") was an hourly-paid, non-exempt employee of Insight Global who was staffed at Ionis in California during the relevant time period.

3. 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"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1**.

4. 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.

5. 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 Complaint, 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.

6. 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.

7. 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).

8. On November 14, 2024, the Court ordered the Class Action and the Action related, and designated the Class Action as the lead case.

9. 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).

10. 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.

11. 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.

12. 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.

13. On June 29, 2026, the Parties fully executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**.

14. 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. 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.

15. 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. Defendants disputed Plaintiff's allegations, denied any wrongdoing, and disputed the existence and extent of any liability. 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.

16. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. 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.

17. Defendants deny all claims and allegations asserted in the Action and deny any wrongdoing of any kind. 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. The Settlement Agreement reflects a compromise reached to avoid the additional cost and uncertainty of continued litigation. Following investigation, mediation, and further negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve the Action and the Released Claims.

Notice to the LWDA

18. 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. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

19. For purposes of settlement only, the Parties have agreed that "Aggrieved Employees" means 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. The "PAGA Period" is the period from May 14, 2023, to May 5, 2026. The Aggrieved Employees worked approximately 5,849 pay periods during the PAGA Period.

20. The Parties have agreed to settle the Action and Released Claims for a non-reversionary Gross Settlement Amount of Two Hundred Forty-Nine Thousand Dollars ($249,000.00). The Gross Settlement Amount includes: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount ($87,150.00 if the Gross Settlement Amount is $249,000.00), and reimbursement of litigation costs and expenses in an amount of up to Thirteen Thousand Dollars ($13,000.00); (2) an Enhancement Payment to Plaintiff in an amount of up to Ten Thousand Dollars ($10,000.00); and (3) Settlement Administration Costs in an amount of up

to Three Thousand Five Hundred Fifty Dollars ($3,550.00).

21. After the Court-approved amounts are deducted from the Gross Settlement Amount, the balance remaining shall be the Net Settlement Amount. Assuming approval of the requested Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, the Net Settlement Amount will be One Hundred Thirty-Five Thousand Three Hundred Dollars ($135,300.00), of which seventy-five percent (75%), or One Hundred One Thousand Four Hundred Seventy-Five Dollars ($101,475.00), will be distributed to the LWDA ("LWDA Payment"), and twenty-five percent (25%), or Thirty-Three Thousand Eight Hundred Twenty-Five Dollars ($33,825.00), will be distributed to Aggrieved Employees ("Employees' Portion") on a pro rata basis based upon the number of Individual Pay Periods they each worked during the PAGA Period.

22. 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 ("Aggrieved Employees List").

23. 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.

24. 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").

25. No later than five (5) business days after the Funding Date, the Settlement Administrator will distribute a Cover Letter and Individual PAGA Payment Check to each Aggrieved

Employee and transmit the LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

26. 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. 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).

27. The Aggrieved Employees worked approximately 5,849 pay periods during the PAGA Period, May 14, 2023, to May 5, 2026. 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.

The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement

28. 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.

29. This Action and Settlement address important employee protections embodied in the California Labor Code and applicable Industrial Welfare Commission Wage Orders. 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, requiring unlawful non-compete agreements, failing to reimburse necessary business expenses, and otherwise engaging in conduct giving rise to claims for PAGA civil penalties.

30. Defendants maintained several defenses to Plaintiff's theories of liability which, if successfully argued and proven, had the potential to eliminate or substantially reduce any recovery.

Throughout the Action, Defendants denied Plaintiff's allegations, denied any wrongdoing of any kind, and denied that they violated the California Labor Code or applicable Industrial Welfare Commission Wage Orders. Defendants further maintained that they had enforceable arbitration agreements, requiring employees to arbitrate all individual employment and wage and hour claims. Defendants insisted that representative treatment was appropriate for purposes of the Settlement *only* and reserved all available defenses to the claims in the Action if the Settlement Agreement is not approved. Defendants also disputed the existence and extent of any liability, including the amount of any PAGA civil penalties that could be recovered.

31. 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.

32. 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.

33. 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.

34. As set forth in the Motion, the California Labor Code does not set forth specific criteria by which a PAGA settlement must be evaluated. In evaluating the Settlement Agreement, 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. A discussion of the strengths and weaknesses of the claims, along with an estimate of the total potential recovery, is set forth below:

i. Unpaid Wages

35. Plaintiff alleges that Defendants failed to compensate Plaintiff and the Aggrieved Employees at the applicable minimum, regular, and overtime rates of pay, and failed to compensate

them for all hours worked. Plaintiff further alleges that these practices gave rise to claims for PAGA civil penalties based on alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

36. Defendants denied these claims and denied any wrongdoing of any kind. Defendants contended that their wage and hour policies and practices complied with California law, that non-exempt employees were responsible for accurately recording their time worked, and that Defendants did not knowingly permit or require any off-the-clock work.

37. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $584,900.[1]

ii. Meal Periods

38. Plaintiff alleges that Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal periods and failed to pay all required meal period premiums. Plaintiff further alleges that these practices gave rise to claims for PAGA civil penalties based on alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

39. Defendants denied these claims and contended that their meal period policies and practices complied with California law. Defendants further contended that Aggrieved Employees were provided compliant meal periods, that any recorded meal periods supported Defendants' position, and that Plaintiff would face challenges proving that compliant meal periods were not provided on a representative basis. Defendants also disputed the existence and extent of any liability for alleged meal period violations.

40. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $584,900.

iii. Rest Periods

41. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take compliant rest periods and failed to pay all required rest period

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[1] While the California Labor Code provides for $100 for the first violation and up to $250 for each subsequent violation (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods times a $100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

premiums. Plaintiff further alleges that these practices gave rise to claims for PAGA civil penalties based on alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders. Defendants denied these claims and disputed the existence and extent of any liability.

42. Defendants denied these claims and contended that their rest period policies and practices complied with California law. Defendants further contended that Aggrieved Employees were provided compliant rest periods, and that Plaintiff would face challenges proving that compliant rest periods were not provided on a representative basis. Defendants also disputed the existence and extent of any liability for alleged rest period violations.

43. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $584,900.

iv. Unreimbursed Business Expenses

44. Plaintiff alleges that Defendants failed to reimburse Plaintiff and the Aggrieved Employees for necessary business expenses incurred in connection with their employment, including expenses related to the use of personal cellular phones and personal vehicles for work-related purposes.

45. Defendants denied these claims and contended that their policies and practices complied with California law. Defendants further contended that, to the extent Plaintiff or any Aggrieved Employees allegedly incurred unreimbursed business expenses, Defendants did not know, and had no reason to know, that such expenses had been incurred and not reimbursed.

46. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $584,900.

v. Derivative Claims

47. Plaintiff's derivative claims, including claims based on alleged inaccurate wage statements, failure to pay wages timely during employment and upon separation, and failure to maintain required payroll records, depended in substantial part on the success of Plaintiff's underlying claims. Accordingly, these derivative claims were subject to many of the same risks and defenses discussed above.

48. Again, if a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $584,900.

vi. Total PAGA Penalties

49. Plaintiff's Counsel 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. 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. 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. 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.

<u>The Amount in the Settlement Agreement</u>

50. The Net Settlement Amount is currently estimated to be One Hundred Thirty-Five Thousand Three Hundred Dollars ($135,300.00). 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. 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.

51. The Settlement Agreement is a compromise of highly disputed claims. 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. 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. 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. 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.

52. 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.

<u>The Agreement was Negotiated by Experienced Counsel</u>

53. In the view of Plaintiff's Counsel, the benefits conferred by the Settlement Agreement are fair, reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risks, delay, and uncertainty of continued litigation and the monetary relief provided by the Settlement Agreement.

54. 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. The settlement negotiations were conducted by capable and experienced counsel, with the assistance of Allison C. Eckstrom of Signature Resolution. Plaintiff's Counsel are experienced in handling complex wage and hour representative actions, including PAGA matters. Accordingly, Plaintiff's Counsel had sufficient information and experience to negotiate the Settlement Agreement.

<u>The Requested Attorneys' Fees are Fair and Reasonable</u>

55. Plaintiff's Counsel's application for Attorneys' Fees and Costs is reasonable in light of the facts and circumstances of this Action. Plaintiff's Counsel prosecuted this Action with the risk of an unsuccessful outcome and no fee recovery of any kind.

56. Plaintiff's Counsel has borne the risks and costs of litigation and will not receive any compensation unless recovery is obtained. 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. 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 $87,150.00 if the Gross Settlement Amount is $249,000.00, are reasonable and should be awarded.

57. Plaintiff's Counsel's prosecution of this Action has resulted in tangible monetary benefits for the Aggrieved Employees, including: (1) payment of Individual PAGA Payments without requiring Aggrieved Employees to submit a claim; (2) a guaranteed, non-reversionary result that accounts for the strengths and weaknesses of the Action; and (3) avoiding additional fees and costs that would likely increase if the Action proceeded through further litigation, trial, and any post-judgment proceedings.

58. Plaintiff's Counsel is experienced in complex representative and class action wage-and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 4**. The attorneys who worked on the Action are all experienced in litigating wage and hour matters as follows:

a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a Southern California Rising Star since 2012. He is currently the managing partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees. His billable rate is $1,295, which is well within the prevailing rate for attorneys with his experience in this area of practice in Southern California.

b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of $1,050 is reasonable based on her education and experience and is in line with the market rate.

c. Danielle GruppChang is a senior associate attorney. She graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from University of California Law San Francisco (formerly known as University of California Hastings College of the

Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present. Her hourly rate of $825 is reasonable based on her education and experience and is in line with the market rate.

d. P.J. Van Ert is a senior associate attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of $850 is reasonable based on her education and experience and is in line with the market rate.

e. I joined Blackstone Law, APC from a highly reputable employment law firm. I graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, inter alia, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. My hourly rate of $750 is reasonable based on my education and experience and is in line with the market rate.

59. Blackstone Law, APC has spent approximately 189 total hours litigating this matter. To date, our total fees incurred amount to $178,540.50. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching appliable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

Attorney	Position	Hours	Rate	Total
Jonathan M. Genish	Managing Partner	18.4	$1,295	$23,828.00
Barbara DuVan-Clarke	Senior Counsel	67.2	$1,050	$70,560.00
Danielle GruppChang	Senior Associate	52.3	$825	$43,147.50
P.J. Van Ert	Senior Associate	26.8	$850	$22,780.00
Annabel Blanchard	Senior Associate	24.3	$750	$18,225.00

60. We expect to spend an additional ten (10) hours ($7500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, and our client. Based thereon, the total amount of Plaintiff's Counsel's fees through closure of this matter are estimated to be approximately $186,040.

The Requested Attorneys' Costs and Expenses are Fair and Reasonable

61. The Settlement Agreement provides for reimbursement of Plaintiff's Counsel's actual litigation costs and expenses of up to Thirteen Thousand Dollars ($13,000). Plaintiff's Counsel seeks reimbursement of a total of Twelve Thousand Three Hundred Eighty-Eight Dollars and Sixty-Seven Cents ($12,388.67) in litigation costs and expenses. A true and correct itemized list of Blackstone Law, APC's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this Action.

The Settlement Administration Costs are Fair and Reasonable

62. 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. The Settlement Administration Costs are estimated not to exceed Three Thousand Five Hundred Fifty Dollars ($3,550). 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. 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.

The Enhancement Payment Is Fair and Reasonable

63. As part of the Settlement Agreement, Plaintiff respectfully requests an Enhancement Payment of up to Ten Thousand Dollars ($10,000). This Enhancement Payment is reasonable given the time and effort Plaintiff spent on this Action, and Plaintiff's services on behalf of the State of California and the Aggrieved Employees.

64. By initiating and pursuing the Action, Plaintiff acted as a representative of the State of California and the Aggrieved Employees. 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.

65. 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, for his services on behalf of the State of California and the Aggrieved Employees.

Pending Actions

66. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 29, 2026, at Los Angeles, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

BLACKSTONE LAW

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Barbara DuVan-Clarke, Esq.
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May 14, 2024

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Eduardo Venegas v. Ionis Pharmaceuticals, Inc.; Insight Global, LLC***

To Whom It May Concern:

This office represents Eduardo Venegas ("Claimant") with respect to their claims under the California Labor Code against Ionis Pharmaceuticals, Inc. and Insight Global, LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Eduardo Venegas from approximately September 2023 to February 2024 as a non-exempt, hourly-paid employee. Eduardo Venegas worked as a Facility Technician for Employers and was based out of Employers' facility located at 2855 Gazelle Court, Carlsbad, CA 92008. Employers also maintain offices and facilities at 6601 W. Center Drive, 5th Floor, Suite J, Los Angeles, CA 90045.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 245-249, 432.5, 510, 512(a), 925, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

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The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, arriving to work early to start Employers' equipment prior to clocking-in. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages,

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straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on

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maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and

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other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

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which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

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8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. VIOLATIONS REGARING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

> "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

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California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employer failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

10. UNLAWFUL EMPLOYMENT CONDITIONS

California Labor Code section 432.5 prohibits any employer from requiring any employee or applicant for employment to agree, in writing, to any term or condition which is known by the employer or its agents to be prohibited by law.

California Labor Code section 925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would "deprive the employee of the substantive protection of California with respect to a controversy arising in California."

California Business and Professions Code section 16600 prohibits non-competition/non-solicitation agreements. Specifically, the Code states "[e]xcept as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Any contract restraining anyone from engaging in a lawful profession, trade, or business of any kind – a non-compete/non-solicitation contract - therefore is against public policy if the contract does not fall within one of the limited exceptions in California Business and Professions Code section 16600. None of the limited exceptions are applicable here. An agreement that restrains anyone from engaging in a lawful profession, trade, or business of any kind is a non-compete.

During the relevant time period, Employers utilized and required Claimant and Aggrieved Employees to sign agreements which, among other terms prohibited by law, unlawfully purported to restrict their ability to accept certain post-employment work and unlawfully purported to waive the protection of California sick leave laws. Therefore, Employers violated California Labor Code sections 432.5 and 925.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant California Labor Code section 2699 *et seq*; all available equitable and injunctive relief; attorneys' fees and costs and all other available relief.

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11. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Barbara DuVan-Clarke

Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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Carlsbad, CA 92008.

Insight Global, LLC
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Dunwoody, GA 30346

Ionis Pharmaceuticals, Inc.
Insight Global, LLC
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale, CA 91203

EXHIBIT 2

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Eduardo Venegas ("Plaintiff"), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Ionis Pharmaceuticals, Inc. ("Ionis") and Insight Global, LLC ("Insight Global") ("Insight Global" and "Ionis" together being "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On May 14, 2024, Blackstone Law, APC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendants to notify the 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 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 245-249, 432.5, 510, 512(a), 925, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1028343-24 ("PAGA Notice");

(b) On July 23, 2024, Plaintiff filed a Complaint for Enforcement Action Under PAGA ("Operative Complaint"), commencing a representative action under PAGA against Defendants, 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 multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(c) On January 28, 2026, the Parties mediated the Action with Allison C. Eckstrom with Signature Resolution ("Mediator"), and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing or Representative Manageability.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties that any of the allegations in the PAGA Notice or the Action have merit or that Defendants have liability for any of the claims asserted or liability for unlawful conduct of any kind. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims

in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3. **Consideration.**

(a) Defendants shall pay the maximum gross sum of Two Hundred Forty-Nine Thousand Dollars ($249,000) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(b) below). The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. The Gross Settlement Amount will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount ($87,150 if the Gross Settlement Amount is $249,000), and reimbursement of litigation costs and expenses in the amount of up to Thirteen Thousand Dollars ($13,000) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel. Defendants will not oppose a request for Court approval of the Attorneys' Fees and Costs, provided they do not exceed the amounts reflected herein. The amount of Attorneys' Fees and Costs approved by the Court is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. If the Court approves an Attorneys' Fees and Costs award of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on any Attorneys' Fees and Costs payment.

(2) An enhancement payment of up to the amount of Ten Thousand Dollars ($10,000) ("Enhancement Payment") to Plaintiff. Defendants will not oppose a request for an Enhancement Payment to Plaintiff provided it does not exceed the amount reflected herein. The amount of any Enhancement Payment approved by the Court is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. If the Court approves an Enhancement Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Plaintiff assumes full responsibility and liability for any taxes owed on the Enhancement Payment.

(3) Costs and expenses of administration of the Settlement up to the amount of Three Thousand Five Hundred Fifty Dollars ($3,550) ("Settlement Administration Costs") to ILYM Group ("Settlement Administrator"). The amount of any Settlement Administration Costs approved by the Court is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. To the extent the Settlement Administration Costs are less or the Court approves payment of less than the amount requested herein, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed 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 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 from May 14, 2023 to May 5, 2026 is the "PAGA Period." The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) The Aggrieved Employees worked approximately 5,849 pay periods during the PAGA Period. If the actual number of Total Pay Periods (as defined in Section 5(b) below) is more than ten percent (10%) above 5,849 (*i.e.*, if the Total Pay Periods worked by Aggrieved Employees during the PAGA Period is 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 (*e.g.*, if the number of Total Pay Periods exceeds 5,849 by 11%, Defendants will increase the Gross Settlement Amount by 1%).

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **<u>Approval and Implementation of the PAGA Settlement</u>.**

(a) The Parties agree that, after entry of Judgment in the Action, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of enforcing this Agreement and/or Judgment, addressing settlement administration matters, and addressing such post-Judgment matters as permitted by law. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. No less than seven calendar days before filing a motion for approval of the Settlement, Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Rod Betts of Quarles & Brady LLP ("Ionis' Counsel") and to Bailey K. Bifoss of Seyfarth Shaw ("Insight's Counsel") (together, "Defendants' Counsel") for review. Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) The Parties have jointly selected ILYM Group_ to serve as Settlement Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the payment of the Settlement Administration Costs. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal taxing authorities. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

5. **<u>Payment of the Gross Settlement Amount / Notice to Recipients</u>.**

(a) The "Effective Date" of this 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.

Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Effective Date ("Funding Deadline"). If the Funding Deadline falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The date on which the Settlement Administrator receives the full Gross Settlement Amount from Defendants shall be the "Funding Date."

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (the "Employees' Portion") based upon the number of pay periods that they each individually worked either for Ionis or for Insight Global and were staffed with Ionis during the PAGA Period ("Individual Pay Periods"), based on Defendants' records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Individual Pay Periods by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period (the "Total Pay Periods"), and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(2) The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses). Payments to Aggrieved Employees pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in the form attached hereto as "**Exhibit A**," in the following manner:

(1) 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 (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; ; (iii) Social Security Number; and (iv) number of Individual Pay Periods. To protect Aggrieved Employees' privacy rights, the Settlement Administrator must maintain the Aggrieved Employees List in confidence, use the information contained within the Aggrieved Employee List only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee List to Administrator employees who need access to the information to effect and perform under this Agreement. The Aggrieved Employee List and any information therein shall not be shared with Plaintiff or Plaintiff's Counsel unless expressly approved by Defendants.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than five (5) business days after the Funding Date, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. The face of each check shall prominently state the date (180 calendar days after the date of mailing) when the check will be voided. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved

Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall 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).

(5) No later than five (5) business days after the Funding Date, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than five (5) business days after the Funding Date, the Settlement Administrator shall transmit the Enhancement Payment to Plaintiff.

(7) No later than five (5) business days after the Funding Date, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than five (5) business days after the Funding Date, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. **Release of Claims by Plaintiff and the State of California with Respect to the Aggrieved Employees.**

(a) Plaintiff and Defendants have entered into a separate agreement covering Plaintiff's individual claims, which may be disclosed to the Court, if necessary for purposes of effecting this Agreement, under seal. Such separate agreement includes a general release and a waiver of the rights and protections afforded by Civil Code section 1542.

(b) Effective on the Funding Date, the LWDA and Plaintiff, as a proxy for the State, and the LWDA, fully release 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 (the "Released Parties") from 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 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 (collectively, "Released Claims").

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by all Parties and their counsel, subject to approval by the Court.

9. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel, with the assistance of the Mediator. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties prepared it jointly. The Parties are to refer disputes to the Mediator to resolve any vagueness, ambiguity, or uncertainty. The Parties will split equally the costs of the Mediator for any such time incurred by the Mediator in reaching such resolution and all Parties will bear their own attorneys' fees and other costs incurred.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(f) Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements pertaining thereto made to or by any Party.

(g) The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party or Parties in this Settlement.

(h) Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10) or otherwise.

(i) This Agreement and all parts of it may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives and approved by the Court.

(j) Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of Aggrieved Employee information provided to Plaintiff's Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement and for no other purpose. Not later than 90 days after the Settlement Administrator discharges its obligation to distribute all Settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of Aggrieved Employee information received from Defendants and provide certification to Defendants of such destruction unless, prior to the Administrator's distribution of Settlement funds, Defendants make a written request to Plaintiff's Counsel for the return rather than the destruction of Aggrieved Employee information.

(k) Provided the Court's judgment is consistent with the material terms and conditions of this Settlement Agreement, the Parties and their respective counsel waive all appeals from the Court's judgment, including all rights to post-judgment and appellate proceedings, the right to vacate judgment, motions for new trial, extraordinary writs and appeals. If another party appeals the judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final consistent with Paragraph -5(a) above. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

PLAINTIFF EDUARDO VENEGAS

Dated: 06/24/2026

Eduardo Venegas

Eduardo Venegas

DEFENDANT
IONIS PHARMACEUTICALS, INC.

Dated: ____________________

____

Full Name: ______________________

Title: __________________________
On behalf of Ionis Pharmaceuticals, Inc.

DEFENDANT INSIGHT GLOBAL, LLC

Dated: ____________________

____

Full Name: ______________________

Title: __________________________
On behalf of Insight Global, LLC

Dated: 06/25/2026

BLACKSTONE LAW, APC

Annabel Blanchard

Barbara DuVan-Clarke
Annabel Blanchard
Counsel for Plaintiff Eduardo Venegas

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

PLAINTIFF EDUARDO VENEGAS

Dated: ___________________

____
Eduardo Venegas

DEFENDANT
IONIS PHARMACEUTICALS, INC.

Dated: 06/25/2026

LEGAL

____
Melissa Yoon (Jun 25, 2026 16:13:58 PDT)

Full Name: Melissa Yoon

Title: SVP, Legal & Deputy GC
On behalf of Ionis Pharmaceuticals, Inc.

DEFENDANT INSIGHT GLOBAL, LLC

Dated: ___________________

____

Full Name: ______________________

Title: __________________________
On behalf of Insight Global, LLC

Dated: ___________________

BLACKSTONE LAW, APC

____
Barbara DuVan-Clarke
Annabel Blanchard
Counsel for Plaintiff Eduardo Venegas

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

PLAINTIFF EDUARDO VENEGAS

Dated: ___________________

____
Eduardo Venegas

DEFENDANT
IONIS PHARMACEUTICALS, INC.

Dated: ___________________

____

Full Name: ______________________

Title: ___________________________
On behalf of Ionis Pharmaceuticals, Inc.

DEFENDANT INSIGHT GLOBAL, LLC

Dated: 6/29/2026

Ariel Zion
____

Full Name: Ariel Zion

Title: Chief Legal Officer
On behalf of Insight Global, LLC

Dated: ___________________

BLACKSTONE LAW, APC

____
Barbara DuVan-Clarke
Annabel Blanchard
Counsel for Plaintiff Eduardo Venegas

Dated: June 26, 2026

QUARLES & BRADY LLP

J. Rod Betts
Counsel for Defendant
Ionis Pharmaceuticals, Inc.

Dated: ____________________

SEYFARTH SHAW LLP

____
Miguel A. Ramirez
Counsel for Defendant Insight Global, LLC

Dated: ____________________

QUARLES & BRADY LLP

____
J. Rod Betts
Counsel for Defendant
Ionis Pharmaceuticals, Inc.

Dated: June 29, 2026

SEYFARTH SHAW LLP

____
Miguel A. Ramirez
Counsel for Defendant Insight Global, LLC

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 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].

EXHIBIT 3

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Thu 7/23/2026 8:40 AM
To Bany Funez <bfunez@blackstonepc.com>

[External Email].

07/23/2026 08:40:19 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/23/2026 08:40:19 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1028343-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v, Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG 1, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.

CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles

County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 5

List of Expenses Items - 3/12/2026

Date	Type of Expense	Title	Amount
5/8/2024	Mailing	Welcome Package - Eduardo Venegas	$1.63
5/10/2024	Mailing	Eduardo Venegas Records Request - Ionis Pharmaceuticals Inc.	$8.69
5/10/2024	Mailing	Eduardo Venegas Records Request - C T Corporation System	$8.69
5/10/2024	Mailing	Eduardo Venegas Records Request- Law Office of Edward Antonio	$8.69
5/10/2024	Mailing	Eduardo Venegas Records Request - Insight Global LLC	$8.69
5/14/2024	Filing	PAGA Letter Submission to the LWDA	$75.00
5/14/2024	Mailing	PAGA Letter - Ionis Pharmaceutical Inc. Agent	$8.69
5/14/2024	Mailing	PAGA Letter - Ionis Pharmaceutical Inc.	$8.69
5/14/2024	Mailing	PAGA Letter Insight Global, LLC	$8.69
5/21/2024	Filing	Steno - Complaint Packet	$2,037.20
6/24/2024	Service	Steno - SOP: Ionis Pharmaceuticals Inc.	$208.45
6/24/2024	Service	Steno - SOP: Insight Global LLC	$208.45
7/30/2024	Filing	Steno - Complaint Packet (PAGA)	$647.20
9/4/2024	Filing	Steno - Proof of Service of Summons (PAGA)	$99.95
9/5/2024	Filing	Steno - Proof of Service (PAGA)	$59.95
11/5/2024	Other	Case Anywhere- System Access	$99.96
2/4/2025	Other	Case Anywhere- System Access	$147.00
3/5/2025	Other	Case Anywhere- System Access	$49.00
4/1/2025	Filing	Steno - Proof of Service of Notice	$59.95
4/4/2025	Other	Case Anywhere- System Access	$55.00
5/2/2025	Other	Case Anywhere- System Access	$49.00
5/30/2025	Service	Steno- CCD: Opposition to Motion and Supporting Documents	$179.50
6/2/2025	Other	Case Anywhere- System Access	$73.00
6/3/2025	Service	Steno - Opposition to Motion to Compel	$99.95
6/10/2025	Filing	Steno - Opposition to Motion to Compel Arbitration (PAGA)	$99.95
6/10/2025	Filing	Steno - Notice of Remote Appearance	$59.95
7/1/2025	Other	Case Anywhere- System Access	$85.00
8/4/2025	Other	Case Anywhere- System Access	$49.00
9/2/2025	Other	Case Anywhere- System Access	$49.00
10/1/2025	Other	Case Anywhere- System Access	$49.00
12/1/2025	Other	Case Anywhere- System Access	$49.00
1/2/2026	Other	Case Anywhere- System Access	$49.00
1/28/2026	Mediation	Payment to Signature Resolution LLC.	$7,050.00
2/2/2026	Other	Case Anywhere- System Access	$49.00
3/2/2026	Other	Case Anywhere- System Access	$49.00
4/1/2026	Other	Case Anywhere- System Access	$61.00
4/6/2026	Filing	Steno - Notice of Minute Order	$59.95
4/6/2026	Filing	Steno - Notice of Minute Order (PAGA)	$59.95
5/1/2026	Other	Case Anywhere- System Access	$49.00
6/1/2026	Other	Case Anywhere- System Access	$49.00
	Filing	**Estimated Cost - Steno: Motion for Approval of PAGA Settlement ("M4PAGA") and Supporting Documents**	$ 140.95
	Filing	**Estimated Cost - Steno: Notice of Entry of Judgment or Order (M4PAGA)**	$ 59.95
	Filing	**Estimated Cost - Steno: Administrator's Final Report**	$ 59.95
		Total:	**$ 12,388.67**