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. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(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

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

LEGAL

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

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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
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Full Name: Ariel Zion

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

Dated: ____________________

BLACKSTONE LAW, APC

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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

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Miguel A. Ramirez
Counsel for Defendant Insight Global, LLC

Dated: ____________________

QUARLES & BRADY LLP

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

Dated: June 29, 2026

SEYFARTH SHAW LLP

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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].