

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 729

24STCV13174

**JAMES FRAZIER, vs BLIZZARD ENTERTAINMENT, INC.,
et al.**

July 10, 2026

8:30 AM

Judge: Honorable Daniel M. Crowley
Judicial Assistant: Jontae Marquez
Courtroom Assistant: Debra Major

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): William Wilkinson via LACC for Douglas Han

For Defendant(s): Diana Han via LACC for Karin M. Cogbill

NATURE OF PROCEEDINGS: Hearing on Motion - Other Approval of Private Attorneys
General Act (Labor Code § 2698 et seq.) Settlement Agreement; Status Conference Re:
Settlement

The Court issues a tentative ruling and its posted on the Court's website for the parties to review.

The matters are called for hearing.

The Court and both counsel confer regarding the tentative ruling and the status of the settlement.

The Court has read and considered all documents filed hereto regarding the above-captioned Motion. Counsel is given the opportunity to argue. The Court adopts its Tentative Ruling as the Final Ruling as follows:

Plaintiff Geoffrey Fraizer's *unopposed* motion to approve the PAGA settlement is granted.

Plaintiff Geoffrey Fraizer ("Fraizer") ("Plaintiff") moves *unopposed* to obtain approval of the PAGA settlement agreement in the instant matter between Plaintiff and Defendants Blizzard Entertainment, Inc., Activision Blizzard, Inc., Activision Blizzard Media, LLC, Activision Blizzard Shared Services, Inc., Activision Blizzard Studios, LLC, and Activision Publishing, Inc. (collectively, "Defendants"). (Notice of Motion, pg. 2; Lab. Code §2699(l).)

Background

Plaintiff filed his initial complaint ("Complaint") against Defendants on May 24, 2024, asserting a single cause of action for Civil PAGA Penalties, Lab. Code §§2698 et seq., arising from his employment by Defendants. (*See* Complaint ¶¶1, 9.)

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Plaintiff filed the operative first amended complaint (“FAC”) against Defendants on February 10, 2026.

On April 17, 2026, Plaintiff filed the instant motion. As of the date of this hearing no opposition has been filed.

On June 16, 2026, this Court requested counsel file joint brief by July 1, 2026 regarding the percentage of the settlement that is paid to LWDA. (See 6/16/26 Status Conference Re: Settlement.) Counsel filed their joint brief on June 18, 2026.

Discussion

Plaintiff and Defendant (collectively, “Parties”) reached a settlement of representative PAGA claims and a “service payment” to Plaintiff. (See Decl. of Han ¶¶8, Exh. 2.) Plaintiff requests the Court issue an order approving the entire settlement.

Labor Code §2699(s)(2) provides, as follows: “The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the [Labor & Workforce Development Agency (“LWDA”)] at the same time that it is submitted to the court.”

As a threshold matter, Plaintiff submitted evidence he complied with Labor Code §2699(s)(2) by submitting a copy of the Settlement and instant motion to the LWDA on April 17, 2026. (Decl. of Castro ¶3, Exh. 1.)

On October 26, 2023, before commencing his lawsuit, Plaintiff served the LWDA with a letter stating his intent to seek civil penalties under PAGA. (Decl. of Han ¶10, Exh. 8.) On May 24, 2024, Plaintiff filed his initial complaint with this Court, and in line with the settlement, on January 13, 2026, Plaintiff provided an amended written notice to the LWDA and Defendant. (Decl. of Han ¶10, Exh. 10.) On February 10, 2026, Plaintiff filed the operative FAC with the following amendments to (a) adjust the “aggrieved employees” definition; (b) correct the spelling of Plaintiff’s name; and (c) update the factual allegations underlying the cause of action. (Decl. of Han ¶10, Exh. 11.)

After engaging in discovery, investigations, and negotiation, on October 30, 2025, the parties attended mediation with the mediator Hon. S. James Otero (Ret.) but were unable to negotiate a settlement at the time. After continued negotiations with the mediator’s assistance, the parties negotiated a tentative settlement. (See Decl. of Han ¶¶11-15.)

On March 4, 2026, the parties reached a settlement after months of negotiations. (Decl. of Han ¶8.)

The PAGA Settlement defines “Aggrieved Employee(s)” as all current and former non-exempt or hourly-paid employees of Blizzard Entertainment, Inc. or Activision Blizzard, Inc. within the State of California at any time during the PAGA Period, from March 20, 2023, through December 31, 2025. (Decl. of Han ¶8, Exh. 2 at §5.) This definition is proper pursuant

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to the statute of limitations and the date of notice to the LWDA.

The PAGA Settlement includes a provision, “Released of the PAGA Claims.” This section provides:

Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff, LWDA, and all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notices and that occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)-(c), 226.3, 226.7, 227.3, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802.

(Decl. of Han ¶8, Exh. 2 at §9(b), emphasis added.) The Settlement defines “Released Parties” to “include Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.” (Decl. of Han ¶8, Exh. 2 at §9(a).)

As such, the Settlement provides that Released PAGA Claims only include claims for civil penalties under PAGA and does not apply to any individual claims and is proper. (Decl. of Han ¶8, Exh. 2 at §9; *see ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175.)

The terms of the Settlement’s release imply that only in exchange for the consideration set forth in the Settlement (i.e., the individual PAGA payments) do Aggrieved Employees release Released Parties from Released PAGA Claims. As such, the release is accordingly effective *after* the payment date, which is proper. (*See* Decl. of Han ¶8, Exh. 2 at §9.)

The Settlement provides that no later than thirty (30) calendar days after entry of court approval (“Effective Date”), Defendants will provide the Settlement Administrator, Phoenix Class Action Administration Solutions (“Phoenix”) a list of the Aggrieved Employees’: (i) Social Security numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked during the PAGA Period. (Decl. of Han ¶8, Exh. 2 at §8(a).) Defendants agree to consult with the Administrator as required to provide the list in a format reasonably acceptable for the performance of its duties. (Decl. of Han ¶8, Exh. 2 at §8(a).) The Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the settlement administration process. (Decl. of Han ¶8, Exh. 2

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at §8(a).) Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the qualified settlement fund created by the Administrator no later than the Effective Date. (Decl. of Han ¶8, Exh. 2 at §8(b).) No later than 14 days after Defendants fund the Gross Settlement Amount, the Administrator will disburse the settlement payments to the appropriate entities or persons. (Decl. of Han ¶8, Exh. 2 at §8(c).)

The Parties agree that the “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for the costs and expenses incurred by the Administrator in the settlement administration process, which is not to exceed \$10,000. (Decl. of Han ¶8, Exh. 2 at §7(b)(iv)(A).) The Settlement Administrator’s president declares that its quote for expenses is \$8,250.00. (Decl. of Lawrence ¶16, Exh. B at §3.2.2.) The Court approves the Administrator Expenses Payment of \$8,250.00.

The Parties agree that, subject to the Court’s review and approval, Defendants promise to pay a non-reversionary Gross Settlement Amount of \$290,000. (Decl. of Han ¶¶8, 16, Exh. 2 at §7(a).) The PAGA Penalties Fund will be the Gross Settlement Amount less: (1) Plaintiff’s Counsel Fees Payment of \$101,500; (2) Plaintiff’s Counsel Litigation Expenses Payment of \$19,691.61; (3) Service Payment of \$5,000; and (4) Administration Expenses Payment. (Decl. of Han ¶8, Exh. 2 at §7.) The Parties agree that Plaintiff will receive a Service Payment of \$5,000 for his services and contributions on behalf of the Aggrieved Employees. (Decl. of Han ¶8, Exh. 2 at §7(b)(iii)(A).)

The Parties agree that Plaintiff’s Counsel will receive a PAGA Counsel Fees Payment not to exceed \$101,500 (35% of the Gross Settlement Amount), and a PAGA Counsel Litigation Expenses Payment not to exceed \$25,000. (Decl. of Han ¶8, Exh. 2 at §§7(i)(A), 7(ii)(A).) Plaintiff’s Counsel will assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. (Decl. of Han ¶8, Exh. 2 at §7(d).)

The PAGA Penalties Fund is estimated to be \$153,808.39. Parties use an outdated version of the PAGA statute to calculate the percentages divided between the LWDA and Aggrieved employees: “Seventy-five percent (75%) of the PAGA Penalties Fund (\$115,356.29) will be paid to the LWDA (“LWDA Payment”), and twenty-five percent (25%) of the PAGA Penalties Fund (\$38,452.10) will be paid to the Aggrieved Employees (“Individual PAGA Payments”) using the formula set forth in the Settlement Agreement pursuant to Labor Code §2699(i).” (Decl. of Han ¶17.)

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (Decl. of Han ¶8, Exh. 2 at §7(d).) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (Decl. of Han ¶8, Exh. 2 at §7(c)(iii).)

The parties estimate that there are approximately 965 Aggrieved Employees who worked a total of 38,500 PAGA Pay Period from March 20, 2023, through December 31, 2025. (Decl. of

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Han ¶9.) The Settlement Agreement also includes an Escalatory Clause, which states, “If it is determined that the number of pay periods within the PAGA Period exceeds 38,500 by more than ten percent (10%) (i.e., the number exceeds 42,350 pay periods), then the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (i.e., if the number of pay periods exceeds 38,500 by 12%, then the Gross Settlement Amount shall increase by 2%).” (Decl. of Han ¶8, Exh. 2 at §28.)

Plaintiff’s counsel provides information relating to the investigation conducted. (Decl. of Han ¶¶12-14, 22.) Plaintiff also provided information suggesting the Settlement is reasonable based on Plaintiff’s counsel’s detailed analysis of Plaintiff’s claims and their potential value if Plaintiff was successful at trial. (See Decl. of Han ¶¶23-27.) Plaintiff provided sufficient information to support the reasonableness of the Settlement and how the terms of the Settlement were reached. (See Decl. of Han ¶¶12-27.)

Plaintiff’s counsel’s attorney’s fee request and costs are also approved under the lodestar method. Counsel has spent approximately a combined 249.3 hours on this case. (Decl. of Han ¶¶30-31.) Combining Plaintiff’s counsels’ hours and their hourly rates in this case amounts to a total of 249.3 hours and calculating individual hourly contributions amounts to a total lodestar of \$101,500.00. (Decl. of Han ¶31.) Plaintiff’s Counsel requests \$19,691.61 in total costs in this matter. This amount is reasonable and was incurred in the litigation of this matter. (Decl. of Han ¶34, Exh. 6.)

As discussed above, to the extent the release of claims for PAGA penalties is based only on underlying allegations in this action, and as such it only releases claims alleged in the Notice Letter sent to the LWDA, the release does not release anything other than claims for *penalties*.

The PAGA Settlement Agreement provides pursuant to C.C.P. §664.6, the Court shall retain continuing jurisdiction over this Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement. (See Decl. of Han ¶8, Exh. 2 at §23.)

Accordingly, Plaintiff’s proposed PAGA Settlement Agreement is proper and therefore is approved. The Court sets a non-appearance file review on February 26, 2027 at 8:30 a.m. in Dept. 729. Plaintiff is ordered to file a Compliance Status Report on or before February 19, 2027.

Conclusion

Plaintiff’s *unopposed* motion to confirm settlement is granted.

The Motion re: for Approval of Private Attorneys General Act (Labor Code 2698 et seq.)

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Settlement Agreement; Memorandum of Points and Authorities in Support Thereof filed by James Frazier on 04/17/2026 is Granted.

The Status Conference is held.

Non-Appearence Case Review is scheduled for 02/26/2027 at 08:30 AM in Department 729 at Stanley Mosk Courthouse.

Counsel are ordered to file a Joint Status Conference Report by February 17, 2027.

Order to Show Cause Re: Entry of Judgment is scheduled for 03/04/2027 at 08:30 AM in Department 729 at Stanley Mosk Courthouse.

Notice is waived.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On July 14, 2026, I served the foregoing document described as

**ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §2698 et seq.) SETTLEMENT AGREEMENT**

for the following case: **Frazier v. Blizzard Entertainment Inc. et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-990073-23**
Court Case No.: 24STCV13174
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

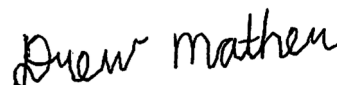
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 14, 2026, at Pasadena, California.



Drew Mather