DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
CHRISTOPHER PETERSEN (SBN 260631)
TALIA LUX (SBN 336074)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

ALEJANDRO URANGO, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

ILLUMINA, INC., a California Corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 21-CIV-00127

Assigned for All Purposes to:
Honorable Don R. Franchi
Department 15

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Declaration of Counsel (Douglas Han); Declaration of Plaintiff (Alejandro Urango); Declaration of Jodey Lawrence; and [Proposed] Order filed concurrently herewith]

Hearing Date: December 15, 2025
Hearing Time: 3:00 p.m.
Hearing Place: Department 15

Complaint Filed: January 11, 2021
Trial Date: None Set

PLEASE TAKE NOTICE that on December 15, 2025 at 3:00 p.m., or as soon as thereafter as the matter may be heard, before the Honorable Don R. Franchi in Department 15 of the San Mateo County Superior Court located at 1050 Mission Road, South San Francisco, California 94080, Plaintiff Alejandro Urango ("Plaintiff") will and hereby does move for entry of an order and judgment approving the Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), attached as **Exhibit 2** to the Declaration of Douglas Han, pursuant to Labor Code section 2699(l).

This motion is based upon this notice of motion and motion; Declaration of Plaintiff's Counsel (Douglas Han), Declaration of Alejandro Urango, and Declaration of Jodey Lawrence in support thereof; Proposed Order approving the Settlement Agreement; pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented.

Dated: October 15, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff seeks approval of the Settlement Agreement entered between Plaintiff and Defendant Illumina, Inc. ("Defendant"). Plaintiff entered the Settlement Agreement on behalf of himself and all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of Defendant within the State of California at any time during the period from November 2, 2019, through July 10, 2025.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On November 2, 2020, Plaintiff provided a written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant. On January 11, 2021, Plaintiff filed a representative Private Attorneys General Act of 2004 ("PAGA") action against Defendant.[1]

After engaging in extensive discovery, investigations, and negotiations, on April 10, 2025, the Parties participated in mediation with the mediator Mike Ludwig that resulted in a settlement.[2]

III. SUMMARY OF THE SETTLEMENT TERMS

A. Allocation of the Gross Settlement Amount

The Settlement Agreement provides that Defendant will pay a non-reversionary Gross Settlement Amount of $2,100,000. The PAGA Penalties Fund will be the Gross Settlement Amount less: (1) Attorneys' Fees Award of $735,000; (2) Litigation Costs Award of $22,690.54; (3) Enhancement Payment of $10,000; and (4) Administration Costs of $15,000.[3]

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[1] (Declaration of Douglas Han ("Han Decl."), ¶ 11; Exhibits 10, 11.)

[2] (*Id.* at ¶¶ 12-16.)

[3] (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han ("Settlement Agreement"), §§ 7(a), 7(b).)

The current sum of the PAGA Penalties Fund is estimated to be $1,317,309.46. Seventy-five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA Payment pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to the Settlement Group Members.[4]

B. Distribution of the PAGA Penalties Fund

Defendant shall provide the Settlement Administrator a list of Settlement Group Members in the manner and timeline set forth in the Agreement. The Gross Settlement Amount will be deposited into a qualified settlement fund created by the Settlement Administrator and will be disbursed to the appropriate entities and persons in the manner and timeline set forth in the Agreement. The uncashed settlement checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Group Member.[5]

C. The Scope of the Release

Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, LWDA, and all Settlement Group Members 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 claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice and that occurred during the Settlement Period.[6] (*Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 980, 986 [a plaintiff suing under PAGA "does so as the proxy or agent of the state's labor law enforcement agencies," and, as such, "represents the same legal right and interest as state labor law enforcement agencies … ."].) A judgment in a PAGA action "binds not only that [plaintiff] employee but also the state labor law enforcement agencies." (*Ibid.*) Furthermore, "[b]ecause an aggrieved employee's action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by

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4 (Settlement Agreement, *supra*, at § 7(b)(v).)

5 (*Id.* at § 8.)

6 (*Id.* at § 9.)

a judgment in an action brought by the government." (*Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 986) "Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA] … ." (*Ibid.*)

D. No Right to Object to or Opt Out of the Settlement

"[A] PAGA action is a statutory action for penalties brought as a proxy for the state … there is no need to protect absent employees' due process rights[.]" (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546.) "Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 3570777, at *5.) "PAGA does not make other potentially aggrieved employees parties" and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake." (*Williams*, at pp. 546-547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46th Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*, (2014) 58 Cal.4th 348, 381.)) "[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]" (*Williams*, at p. 548 (internal references omitted, citing *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond v. Dart Indus.*, *Inc.* (1981) 29 Cal, 3d 462, 474.)

Consistent with this law, the Settlement Agreement does not have a procedure for the Settlement Group Members to object to or exclude themselves from the Settlement Agreement.

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT

The PAGA allows an "aggrieved employee" to bring a civil action on behalf of themself, other aggrieved employees, and State of California to recover civil penalties with respect to provisions of the Labor Code that do not provide for civil penalties. Before bringing a civil action under PAGA, an employee must comply with Labor Code section 2699.3. (Lab. Code § 2699(a).) A court "may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).)

The settlement of a PAGA claim requires court approval. (Lab. Code § 2699(l)(2).) "A PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action" and does not have to meet the requirements of a class action. (*Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at pp. 980-988 (affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court's review of a PAGA settlement involves analysis of several unique features that render the approval process distinct from approval of a class action settlement. A court reviewing a PAGA settlement only needs to "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Sup. Ct.*, *supra*, 3 Cal.5th at p. 549 (citing Lab. Code § 2699(l)(2)).) The Court of Appeal has held that "a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

The court's focus is whether the total settlement amount achieves PAGA's objectives. PAGA's purpose "to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." (*Ochoa-Hernandez*, *supra*, 2010 WL 3570777, at *4 (citing *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 986).) The penalties recovered under the PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." (Lab. Code § 2699(j).)

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V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED.

A. The Factors Giving Rise to a Presumption of Fairness Exist.

A settlement agreement that is "the product of extensive and hard-fought adversarial negotiations between the parties" is entitled to a presumption of fairness. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

The Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the Settlement is a product of hard-fought negotiations that was entered without collusion. (*Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-617, 622 (recommendations of Plaintiff's Counsel should be given a presumption of reasonableness); see also *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating the "assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive").)

The Agreement is presumptively fair. This is because the Agreement: (1) is the product of non-collusive, arm's-length negotiations; (2) was negotiated by counsel with experience in similar wage-and-hour litigation; and (3) occurred after the Parties' counsel engaged in thorough investigation of the strengths of this case and risks of continued litigation.

B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes.

Defendant maintained that it had compliant employment policies and practices throughout the statutory period. If this case had not been settled, Defendant would have challenged Plaintiff's standing as Settlement Group Members and denied that the other employees were aggrieved. Defendant further argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible separate Labor Code violations because the "subsequent violation" theory of PAGA recovery would not be triggered in this case, and it would be unjust, arbitrary, oppressive, and/or confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.) Defendant even asserted that the PAGA penalties are not mandatory but permissive and discretionary and maintained that it had a strong argument that it would be unjust to award the maximum PAGA penalties. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)[7]

The provisions of the Labor Code triggering the PAGA penalties include, but are not limited to, Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. To recover civil penalties, it must be proven that the underlying Labor Code violations with respect to the Settlement Group Members and show that Defendant's conduct gave rise to the penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)[8]

If the PAGA penalties are granted on any of the violations alleged in the operative complaint, the penalties exposure for the eligible pay periods could be about **$9,960,300** ([63 average pay periods x $100 per penalty] x 1,581 employees). But Plaintiff's Counsel had to consider the possibility that the Court could assess only the initial violation rate. Plaintiff's Counsel also had to consider Defendant's potential counterargument, such as making remedial efforts to comply with the violations set forth in the written notice sent to the LWDA, in addition to the amendments made to Labor Code section 2699. Plaintiff's Counsel considered all these potential obstacles, counterarguments, and defenses prior to and during mediation and settlement negotiations when calculating the PAGA penalties and applied several discounts when calculating the PAGA penalties.[9]

Plaintiff recognized the risk that any PAGA award could be reduced, and many of the claimed Labor Code violations underlying the PAGA claim were cumulative. Thus, the Gross Settlement Amount to the PAGA civil penalties was reasonable and significant. When the PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc*. (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist.

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7 (Han Decl., *supra*, at ¶¶ 20-23.)

8 (*Id.* at ¶ 24.)

9 (*Id.* at ¶¶ 25-28.)

LEXIS 33900 at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 ("[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.").) Plaintiff's Counsel negotiated an average of **$20.88** in penalties per pay period, which would be fair and reasonable [$2,100,000 ÷ 100,585 total pay periods in Settlement Period]. Considering previous cases justifying $5 per pay period (see e.g. *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504), this recovery is fair and reasonable.[10]

C. The Settlement Avoids Risky, Complex, and Lengthy Litigation.

The courts favor voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526 (citation omitted).)

During the pre-mediation period, the Parties undertook extensive investigation into the validity, strength, and scope of the PAGA claim. Both formal and informal discovery processes were utilized where documents and data were exchanged to address the claims related to Labor Code violations and pertinent defenses. This was in addition to Plaintiff's Counsel engaging in motions practice with Defendant. Plaintiff's Counsel concluded that pursuing a settlement was more advantageous than opting for the uncertain and potentially risky trial route. Moreover, even if a similar settlement had been negotiated down the line, it would have been undercut and offset by the costs and expenses incurred. In other words, the Settlement offers an immediate recovery rather than the mere possibility of a future recovery at an unspecified time.[11]

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[10] (Han Decl., *supra*, at ¶ 29.)

[11] (*Id.* at ¶¶ 12-16.)

D. The Settlement Is Fair, Adequate, and Reasonable.

"[T]he very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" (*Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1981) 688 F.2d 615, 624.) "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Id*. at p. 625.)

The Settlement Agreement provides a significant monetary benefit to the LWDA and Settlement Group Members. The proposed plan of allocation of the PAGA Penalties Fund to the LWDA and Settlement Group Members complies with Labor Code section 2699(i). Moreover, Plaintiff and Plaintiff's Counsel acknowledge the expense, duration, risk, and uncertainty associated with the continued proceedings required to litigate this dispute. As previously mentioned, to recover civil penalties, Plaintiff would need to demonstrate that the Settlement Group Members experienced the underlying Labor Code violations and that Defendant's actions resulted in the penalties. This process could extend over a period of several months or even years. Plaintiff and Plaintiff's Counsel have also considered Defendant's agreement to settle in a manner that provides substantial relief. Thus, Plaintiff and Plaintiff's Counsel concluded that the Settlement constitutes a fair, adequate, and reasonable resolution.[12]

E. Experience and Views of Plaintiff's Counsel Favor Settlement Approval.

Plaintiff's Counsel are experienced in complex representative and class action wage-and-hour litigation. Plaintiff's Counsel believe that the benefit offered by the Settlement is fair and reasonable and in the best interests of the LWDA and Settlement Group Members.[13]

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[12] (Han Decl., *supra*, at ¶¶ 20-23, 41.)

[13] (*Id*. at ¶¶ 2-8; Exhibits 1, 4.)

VI. APPROVAL OF THE ATTORNEYS' FEES AWARD.

A. A Fee Award of Percentage of the Entire Fund is Appropriate.

The Settlement Agreement provides for the payment of Attorneys' Fees Award of $735,000 (35% of the Gross Settlement Amount) to Plaintiff's Counsel. The Attorneys' Fees Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated; (3) skills and determination shown; (4) results achieved; and (5) other cases turned down to focus on this matter. Plaintiff's Counsel have been routinely awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout California.[14]

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary fund preserved or recovered for the benefit of others has been confirmed by the California Supreme Court. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While trial courts have discretion to apply either a lodestar method or percentage of-the-fund method, the California Supreme Court has taken the position that trial courts "retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." (*Ibid.* (internal quotes omitted); see also *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 253.)

The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 48.) California law provides that the award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at pp. 47, 50; *Laffitte v. Robert Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 503.) In cases where the agreement provides the defendant agrees to pay the attorneys a percentage of the fund created by the agreement, use of that percentage method is appropriate. (*Lealao*, at p. 32.) The fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in similar litigation. (*Id.* at p. 48.)

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[14] (Han Decl., *supra*, at ¶ 37.)

"The ultimate goal … is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558 (quotation omitted).)

Plaintiff's Counsel are entitled to recover reasonable attorneys' fees and costs as a matter of right. (Lab. Code § 2699(g)(1).) Plaintiff's Counsel are entitled to fees and costs under Code of Civil Procedure section 1021.5 as this case is by definition "for the benefit" of others and has secured monetary awards for the Settlement Group.[15] The payment to the LWDA will benefit the agency in enforcing labor laws and educating "employers and employees about their rights and responsibilities under [the Labor Code]." (Lab. Code § 2699(i).)

B. <u>The Attorneys' Fees Award is Reasonable Based on the Factors Considered in Determination of Fee Awards.</u>

The factors courts consider in determining whether fee awards are reasonable are: (1) time and labor required; (2) novelty and difficulty of the questions; (3) requisite skills to perform the legal services; (4) preclusion of other employment by the attorney; (5) customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of the case; (11) nature and length of the professional relationship; and (12) awards in similar cases. (*Camden I Condo. Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.) It should be highlighted that the percentage award sought is commensurate with the following factors: (1) results obtained; (2) risks undertaken; (3) difficulty of this case; and (4) skills displayed and quality of work.

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[15] (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individual satisfies the "significant benefit," "public interest," and "large class of persons" requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff's personal motivation).)

1. The Results Obtained

The results attorneys obtain for their clients is an important factor when determining the reasonability of a percentage-based fee. (*Laffitte v. Robert Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 489.) Law firms that obtain exceptional results expect those results to be reflected in their fees.

The results obtained herein are reasonable as Plaintiff's Counsel obtained a settlement of $2,100,000 without the need for extended litigation (or trial). If this case went to trial, there was no guarantee that it would have been short or that either party would have prevailed. The resolution of this dispute at this stage is preferred as the Parties were moving to a phase where significant time and money would inevitably have to be spent to prepare for trial.

By avoiding the uncertainties associated with conducting trial and Defendant's responses to the allegations, Plaintiff's Counsel obtained those results more quickly and surely than if the matter had been litigated to final resolution. Under the law, this factor supports the Attorneys' Fees Award. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

2. The Risks Undertaken

Whether or not representation is provided on a contingency basis is an important factor:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] […] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

(*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

Plaintiff executed a contingent fee agreement. This meant that no recovery would have equated to no compensation for 652.3 hours of work and $22,690.54 in litigation costs incurred. Moreover, several factors also made this case difficult, thereby contributing to the risks undertaken by Plaintiff's Counsel. These factors included: (1) difficulties in pinning down job responsibilities, wages paid, and meal and rest breaks taken; (2) number of documents that had to be analyzed; (3) shifting wage-and-hour laws; (4) drafting and propounding formal discovery requests and reviewing the responses; (5) gathering the necessary documents to respond to the formal discovery requests; (6) engaging in motions practice with Defendant; (7) several employees working for Defendant through temporary employment agencies; and (8) Defendant's initial firm resistance to the relief sought.[16]

Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are assuming less risks. (See e.g. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133.) The contingent risks are a major factor when determining attorneys' fees. (See e.g. *Laffitte v. Robert Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks and contingency involved in awarding 33 and 1/3% fee).)

3. The Difficulty of the Litigation

The unsettled state of the law, factual complexities underlying the policies and practices in place, engaging in formal discovery with Defendant, engaging in motion practice with Defendant, and other issues made this case complex and difficult. Plaintiff's Counsel overcame these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff's Counsel obtaining a fair settlement despite these roadblocks speaks volumes of their skill and experience. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 ("special skill and experience of counsel" is a relevant factor when determining fee award).)

Due to the difficulties of this case, Plaintiff's Counsel devoted several hours to this matter. The Task & Time Chart sets forth the hours, allocating the total time to the tasks required to conclude this matter. As stated in the previous section, this was not a clear-cut case. Plaintiff's Counsel had to overcome roadblocks and obstacles before they could reach the settlement, which further illustrates the difficulty of this case.[17]

4. The Skill Displayed and Quality of Work

The level of skill displayed and excellent quality of work it produced justify the Attorneys' Fees Award. Plaintiff's Counsel are skilled and experienced representatives and class action wage-and-hour litigators, and the Task & Time Chart further illustrates this assertion.

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[16] (Han Decl., *supra*, at ¶¶ 30, 32, 33, 38.)

[17] (*Id.* at ¶ 32; Exhibit 3.)

Plaintiff's Counsel used the pre-mediation time to investigate the veracity, strength, and scope of the PAGA claim and to prepare for representative adjudication. This investigation included: (1) engaging in case strategy and analysis; (2) drafting, reviewing, and revising pleadings, formal discovery requests, motions, and mediation brief; (3) preparing for and appearing at court proceedings; (4) calculating potential damages for mediation purposes; (5) preparing for and attending mediation and settlement negotiations; and (6) working with Defendant's counsel to draft and finalize the Settlement Agreement (and exhibit). Plaintiff's Counsel also undertook the arduous task of locating and interviewing putative aggrieved employees to verify if the PAGA claim raised individualized issues.[18]

Plaintiff's Counsel's accumulated skill and expertise contributed to the Settlement in this case. Under California law, this factor (skills displayed and quality of work) supports the Attorneys' Fees Award. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

C. <u>The Lodestar Methodology Justifies the Attorneys' Fees Award.</u>

When a common fund is involved, the courts may use the lodestar method. A court tasked with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure, which is the time reasonably spent multiplied by the reasonable hourly compensation of the attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then adjust, increase, or decrease that figure after considering factors like the novelty and complexity of the issues, skill and expertise, extent the litigation precluded other employment, and risk involved. (*Id.* at p. 49.)

As indicated in the Task & Time Chart, Plaintiff's Counsel worked 652.3 hours on this matter, resulting in a base lodestar fees calculation of $566,490. When cross-checked with the Attorneys' Fees Award, it results in a multiplier of 1.30.[19]

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18 (Han Decl., *supra*, at ¶ 14.)

19 (*Id.* at ¶¶ 32, 33, 35.)

1. Work Performed for a Reasonable Number of Hours.

Counsel is entitled to compensation for every hour reasonably spent. (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) The reasonableness is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

This matter required a significant amount of time and labor. The Task & Time Chart evidenced the numerous tasks that were performed by Plaintiff's Counsel to seek all necessary information. The Task & Time Chart further illustrates that Plaintiff's Counsel spent a reasonable number of hours working on this matter, thereby demonstrating that the application for attorneys' fees is reasonable. The case involved gathering and analyzing data from Defendant and other sources, and Plaintiff's Counsel undertook intense preparation to resolve the matter through mediation. These preparations ranged from locating and interviewing putative aggrieved employees, engaging in formal and informal discovery and motions practice, gathering and reviewing a myriad of documents, determining the scope of the Settlement Group, verifying the strengths of the PAGA claim, etc.[20]

The hours and tasks devoted to this matter were both reasonable and necessary, as detailed below. This was not a quick settlement because this matter began back in January 2021 and took over four (4) years active litigation to resolve. Plaintiff's Counsel engaged in discovery, engaged in motions practice, prepared for and attended a full day of mediation, and participated in frequent negotiations before reaching a settlement in April 2025. Even after settling, Plaintiff's Counsel continued to prepare, update, and finalize the settlement documents up until the approval hearing. Furthermore, it was necessary for multiple attorneys to work on the same (or similar) tasks in this matter. Plaintiff's Counsel have a duty to thoroughly review documents produced by Defendant. Missing key information could have a negative effect on negotiating a proper settlement for Plaintiff and putative aggrieved employees. In other words, having multiple attorneys work on the same (or similar) tasks helps to ensure a comprehensive review and reduces errors.

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[20] (Han Decl., *supra*, at ¶ 32; Exhibit 3.)

Plaintiff's Counsel needed multiple attorneys to request, gather, and review documents from Defendant to identify and address all the relevant issues. Plaintiff's Counsel also needed multiple attorneys at mediation to negotiate a reasonable settlement, leveraging diverse backgrounds and experiences to refine their arguments, counterarguments, and strategies. Lastly, multiple attorneys were needed for drafting, updating, and finalizing the Settlement Agreement and Motion for Approval of the PAGA Settlement Agreement to ensure a thorough review, accuracy, and comprehensive consideration of the relevant issues, thereby reducing the risk of errors and possible delays in obtaining approval.

2. Class Counsel's Hourly Rates are Reasonable.

Plaintiff's Counsel's hourly rates are supported by the 2022 Real Rate Report that was compiled by Wolters Kluwer, which surveyed the hourly rates charged in 2022 by hundreds of attorneys in California. Plaintiff's Counsel's hourly rates are also in line with the Laffey Matrix. Plaintiff's Counsel's hourly rates are also reasonable for the following reasons: (1) several courts in California have awarded Plaintiff's Counsel fees at similar rates; (2) comparable hourly rates for similar services have been deemed reasonable in several cases in California; and (3) surveys of legal rates have supported Plaintiff's Counsel's hourly rates. This shows that Plaintiff Counsel's hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by comparable attorneys performing similar work in California.[21]

Limiting counsel's hourly rates to the local rates is outdated and impractical. Firstly, many of the Settlement Group Members reside in and have worked throughout California (*e.g.*, Sacramento County, San Mateo, Alameda County, San Diego County). Secondly, the legal practice is no longer geographically constrained post-COVID since many attorneys are able to litigate remotely across California. The courts have also been willing to approve attorneys' fees based on the statewide market rather than restricting themselves to the local rates. Finally, attorneys based outside of San Mateo County who secure favorable outcomes for aggrieved employees throughout California should not have their attorneys' fees (and hourly rates) reduced

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[21] (Han Decl., *supra*, at ¶¶ 33-35; Exhibits 5, 6.)

because of the court's location.

Furthermore, "[F]ee enhancements are intended to compensate for the risk of loss generally in contingency cases *as a class*." (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) In fact, under California law, "[m]ultipliers can range from 2 to 4 or even higher." (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 255.) For instance, in *Building a Better Redondo, Inc. v. City of Redondo Beach* (2012) 203 Cal.App.4th 852, 874, the court noted, "[T]he modest multiplier the trial court employed was justified by the contingent nature of counsel's compensation." Similarly, the court in *Pulliam v. HNL Automotive Inc.* (2021) 60 Cal.App.5th 396, 409 even ruled, "The requested multiplier was modest and it accounted for the risk plaintiff's counsel took in litigating the case against defendants whom the court found made the case challenging and protracted." In other words, Plaintiff's Counsel undertaking this case on a contingent basis and risking no payment justifies the attorneys' fees even if it results in a multiplier under the lodestar analysis. The risk of no pay was exacerbated by the obstacles and difficulties Plaintiff's Counsel encountered, as described above, making this case challenging.

Finally, the Declaration of Richard M. Pearl, Esq., has opinioned that Plaintiff's Counsel's current hourly rates are reasonable and proper. Richard Pearl also opinioned that a multiplier under the lodestar cross-check is reasonable when considering the excellent results achieved, financial risks undertaken, novelty and difficulty of the case, skills required, percentage fees awarded in other cases, and contingent fees charges in the private marketplace. Richard Pearl even listed several cases with much higher multipliers than the instant case. In other words, even if there was a multiplier under the lodestar cross-check, it would not be an automatic detriment to the work performed by Plaintiff's Counsel or hourly rates in place.[22]

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[22] (Han Decl., *supra*, at ¶ 36; Exhibit 7.)

VII. THE LITIGATION COSTS AWARD SHOULD BE APPROVED

The Settlement Agreement allows for Litigation Costs Award of up to $25,000. Plaintiff's Counsel incurred $22,690.54 litigation in costs and expenses. Plaintiff's Counsel request that the Court order the reimbursement of these costs and expenses.[23]

VIII. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED

The Settlement Agreement provides for the payment of the Enhancement Payment of $10,000 to Plaintiff for the services and contributions on behalf of the Settlement Group. The purpose of such an award is to incentivize plaintiffs to step into the shoes of the state labor agency and undertake the risks associated with initiating a lawsuit and serving in a representative capacity. (*Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments" compensate named plaintiff "for [her] efforts in bringing the action"); *Clark v. Am. Residential Servs., LLC* (2009) 175 Cal.App.4th 785, 804 ("an incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit'"); accord *Ingram v. The Coca-Cola Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (internal quotation marks omitted) ("Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the [...] litigation.").)

Plaintiff spent time and effort locating and producing relevant documents and past employment records, reviewing relevant documents, and providing the facts and evidence supporting the allegations. Plaintiff was available whenever needed by Plaintiff's Counsel and actively tried to obtain and provide as much information as possible. Plaintiff spent numerous hours speaking with Plaintiff's Counsel about the alleged violations, discussing the work experiences and work environment, helping Plaintiff's Counsel develop a strategy to obtain additional documents, aiding Plaintiff's Counsel to determine the importance of the documents produced, and reviewing the operative complaint, answer to the operative complaint, formal discovery requests and responses, and Settlement Agreement (and exhibit). Plaintiff also made

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[23] (Han Decl., *supra*, at ¶ 38; Exhibit 8.)

himself available all day to participate in and assist with mediation.[24]

Plaintiff was advised of and accepted the risks and sacrifices associated with serving as the named plaintiff. Plaintiff is also not related to anyone associated with Plaintiff's Counsel. This is further proof that Plaintiff's interests are not adverse to the Settlement Group Members.[25]

IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED

The Agreement provides for the payment of Administration Costs of up to $15,000. The Administration Costs are intended to cover the costs incurred by the Settlement Administrator for performing its duties outlined in the Agreement. Plaintiff's Counsel have previously worked with the Settlement Administrator and are familiar with its superior reputation and work.

X. CONCLUSION

The Settlement Agreement is fair, adequate, and reasonable, as it represents a reasonable compromise. Plaintiff requests that the Court approve the Settlement Agreement, including the plan of allocation and distribution of the above-mentioned payments.

Dated: October 15, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiff

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[24] (Han Decl., *supra*, at ¶ 39; Declaration of Alejandro Urango ("Urango Decl."), ¶¶ 6-10.)

[25] (Han Decl., *supra*, at ¶ 39; Urango Decl., *supra*, at ¶¶ 11-13.)

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, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On October 15, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case:	**Urango v. Ilumina, Inc.**
LWDA/Court Case No.:	**LWDA Case No.: CM-811359-20** **Court Case No.: 21-CIV-00127** **San Mateo 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 October 15, 2025, at Pasadena, California.

Mariah Anderson