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FILED

By Superior Court of California, County of San Mateo

ON 01/16/2026

By /s/ Nelson, Ashlee

Deputy Clerk

DOUGLAS HAN (SBN 232858)
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12/16/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

**~~[PROPOSED]~~ AMENDED ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT**

Hearing Date: December 15, 2025
Hearing Time: 3:00 p.m.
Hearing Place: Department 15¹⁹

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

1 This matter has come before the Honorable Don R. Franchi on Plaintiff Alejandro
2 Urango's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code §
3 2698, *et seq.*) ("PAGA") Settlement Agreement. This Court reviewed the papers submitted by
4 Plaintiff in support of approval of the Settlement Agreement ("Settlement Agreement,"
5 "Settlement," and "Agreement") pursuant to Labor Code section 2698, *et seq.* (Private
6 Attorneys General Act of 2004 ("PAGA")). The Settlement Agreement is attached hereto as
7 **Exhibit 1**. Based upon this review, the Court finds good cause to enter this Order.

8 **FINDINGS:**

9 Unless otherwise specified, defined terms in this Order have the same definition as the
10 terms in the Settlement Agreement.

11 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
12 individually and in the capacity as the private attorney general proxy or agent of the State of
13 California, against Defendant Illumina, Inc. ("Defendant").

14 Pursuant to Labor Code section 2699.3, on November 2, 2020, Plaintiff submitted a
15 written notice to the California Labor and Workforce Development Agency ("LWDA") and
16 Defendant to notify the LWDA and Defendant of the alleged Labor Code violations.

17 On January 11, 2021, Plaintiff filed this representative PAGA action against Defendant,
18 individually and on behalf of California and all Settlement Group Members.

19 After engaging in discovery, investigations, and negotiations, on April 10, 2025, the
20 Parties attended mediation that resulted in the settlement of this matter.

21 The Parties acknowledge that the Settlement Agreement is entered solely for the purpose
22 of compromising the significantly disputed PAGA claim and that nothing contained therein is
23 an admission of liability or wrongdoing by Defendant.

24 The Court finds that the Settlement Agreement was entered in good faith. The Court also
25 finds that the Parties have satisfied the standards and applicable requirements for the approval
26 of a settlement of the PAGA claim.

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1 Pursuant to Labor Code sections 2699(1)(2) and (1)(4), the Court finds the LWDA
2 was given timely notice of the Agreement. On October 25, 2025, Plaintiff submitted a Notice
3 of Settlement to the LWDA, attached to which was a copy of the Agreement.

4 Having reviewed the evidence and papers submitted and considered any argument of
5 counsel, the Court grants the motion and approves the terms of the settlement as set forth in the
6 Settlement Agreement as fair, adequate, and reasonable under Labor Code section 2699(1)(2).

7 **IT IS ORDERED THAT:**

8 1. The “Settlement Group Members” are defined as all current and former
9 hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of
10 Defendant within the State of California at any time during the period from November 2, 2019,
11 through July 10, 2025 (“Settlement Group Members” and “Settlement Period”).

12 2. Phoenix Class Action Administration Solutions is appointed as the
13 Settlement Administrator.

14 3. Defendant shall pay the Gross Settlement Amount of \$2,100,000 in
15 accordance with the Settlement Agreement.

16 4. The Court approves the: (a) Attorneys’ Fees Award of up to \$567,000
17 (27% of the Gross Settlement Amount) to Plaintiff’s Counsel; (b) Litigation Costs Award of
18 \$22,690.54 to Plaintiff’s Counsel; (c) Enhancement Payments of up to \$5,000 to Plaintiff; and
19 (d) Administration Costs of up to \$15,000 to the Settlement Administrator, all payable from the
20 Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

21 5. After deducting the above-mentioned payments, the balance of the
22 settlement amount will be \$1,490,309.46 (“PAGA Penalties Fund”). Under the terms of the
23 Settlement Agreement, seventy-five percent (75%) of the PAGA Penalties Fund
24 (\$1,117,732.10) will be paid to the LWDA (“LWDA Payment”), and the remaining twenty-five
25 percent (25%) of the PAGA Penalties Fund (\$372,577.36) will be paid to the Settlement Group
26 Members (“Individual Settlement Awards”) using the formula set forth in the Settlement
27 Agreement.
28

6. The Court authorizes the Settlement Administrator to calculate and pay the Individual Settlement Awards in accordance with the terms set forth in the Settlement.

7. Within twenty-one (21) calendar days of the Effective Date (defined in the Agreement), Defendant shall provide to the Settlement Administrator a list of Settlement Group Members': (a) Social Security numbers; (b) last known addresses; (c) telephone numbers; and (d) number of pay periods worked during the Settlement Period.

8. Within twenty-one (21) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator.

9. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will disburse the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall first obtain approval of the calculations from all counsel before disbursing the payments.

10. Checks sent to Settlement Group Members will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance (“Check Stale Date”). Any checks sent to Settlement Group Members that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The amount of uncashed checks sent to Settlement Group Members will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

11. Any checks sent to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

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1 12. Any Settlement Group Member who fails to negotiate their settlement
2 check prior to the Check Stale Date or who cannot be located after the above procedures are
3 followed will continue to be bound by the Agreement. The funds associated with such Individual
4 Settlement Awards will still be directed to the California State Controller for deposit in the
5 Unclaimed Property Fund in the Settlement Group Members' names.

6 13. The Court approves, as to form and content, the explanatory letter to be
7 mailed to the Settlement Group Members attached as **Exhibit A** to the Settlement Agreement.
8 Each Individual Settlement Award check will be accompanied by a copy of the explanatory
9 letter to the Settlement Group Members.

10 14. The Released Parties include Defendant and its former and present parents,
11 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
12 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
13 agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any
14 ("Released Parties").

15 15. Upon Defendant's funding of the Gross Settlement Amount, Plaintiff,
16 LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and
17 their former and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could
19 have been alleged, based on the facts stated in the operative complaint and PAGA Notice and
20 that occurred during the Settlement Period. These claims include Labor Code sections 201, 202,
21 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198,
22 2800, and 2802.

23 16. The Court sets a compliance hearing for October 12, 2026 at 3:00 p.m. At
24 least five (5) court days before this hearing, Plaintiff shall file a compliance status report.
25 Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the
26 total amount aid to the Settlement Group Members and residual of the unclaimed settlement
27 funds that will be paid to the entity identified as the recipient of such funds in the Agreement.
28

1 17. Plaintiff's compliance with the notice procedures described in the
2 Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be
3 deemed to satisfy any requirement of due process. Nothing else shall be required of, or done by,
4 the Parties, Plaintiff's Counsel, or Defendant's counsel to provide notice of the settlement.

5 18. Nothing in this Order or Settlement Agreement shall be construed as
6 evidence of an admission or concession by any of the Parties. This Order and Settlement
7 Agreement only represent a compromise of disputed allegations.

8 19. Pursuant to Code of Civil Procedure section 664.6, the Court shall fully
9 retain continuing jurisdiction over this matter and the Parties necessary to enforce and effectuate
10 the terms and intent of the Settlement Agreement.

11 20. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or
12 expenses related to the claims encompassed by the Agreement other than those set forth above.

13 21. Pursuant to Labor Code section 2699(l)(3) and (l)(4), within ten (10)
14 calendar days of entry of this Order, Plaintiff shall provide a copy of this Order to the LWDA.

15
16 **IT IS SO ORDERED.**

17
18 Dated: _____

16 Electronically
17 **SIGNED**
18 By /s/ Lee, Amarra
19 01/14/2026
20 ~~HONORABLE DON R. FRANCHI~~
21 JUDGE OF THE SUPERIOR COURT

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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

**AMENDED ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (LABOR CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT**

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 January 16, 2026, at Pasadena, California.

Mark Anderson

Mariah Anderson