Filed
October 17, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV429499
By: tduarte

SUPERIOR COURT, STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

AJA JESSICA ALVE, individually, and on behalf of the State of California and other aggrieved persons, Plaintiff, v. QUALCOMM INCORPORATED, et al., Defendants.	Case No.: 24CV429499 ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT Dept. 7

This is a Private Attorneys General Act ("PAGA") action. Plaintiff Aja Jessica Alve ("Plaintiff") seeks to recover PAGA civil penalties from Defendant Qualcomm Incorporated ("Defendant") and any of its subsidiaries and affiliates, including but not limited to Qualcomm Atheros, Inc. and Qualcomm Technologies, Inc.

Before the Court is Plaintiff's motion for preliminary approval of PAGA settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative Complaint, Plaintiff was employed by Defendant as an hourly-paid, non-exempt employee from approximately April 2008 to approximately December 2022. (Compl., ¶ 13.) Plaintiff alleges that Defendant's: failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, failure to produce requested employment records, providing employees with unlawful non-compete and/or non-solicitation agreements, and unlawful background checks.

Based on the foregoing, Plaintiff initiated this action in January 2024, asserting a single cause of action for Civil Penalties under PAGA.

The parties have reached a settlement. Plaintiff filed a motion for approval of the PAGA settlement, and the motion is unopposed. As explained below, the Court GRANTS the motion for approval of PAGA settlement.

II. LEGAL STANDARD

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 [2022 U.S. LEXIS 2940].) Seventy-five percent of any penalties recovered go to the Labor and Workforce Development Agency ("LWDA"), leaving the remaining 25 percent for the employees. (*Ibid*.) PAGA is intended "to augment the limited enforcement capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency." (*Id*. at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd. (l)(2).) The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at the same time it is submitted to the court. (*Ibid*.)

As discussed by one court:

PAGA does not establish a clear standard for evaluating PAGA settlements. … [¶]

Accordingly, certain courts have been willing to approve PAGA settlements only if (1) the statutory requirements set forth by PAGA have been satisfied, and (2) the settlement agreement is fair, reasonable, and adequate in view of PAGA's public policy goals.

(*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 WL 2029061, 2019 U.S. Dist. LEXIS 77988 (*Patel*), at *5.)

As part of this analysis, these courts have evaluated proposed PAGA settlements under the relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel*, *supra*, 2019 U.S. Dist. LEXIS 77988 at *5-6.) "Of the *Hanlon* factors, the following are relevant to evaluating [a] PAGA settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and views of counsel." (*Ibid*.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson, supra,* 383 F. Supp. 3d at p. 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

"[W]hen a PAGA claim is settled, the relief provided … [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …." (*O'Connor*, *supra* at p. 1133.) The settlement must be reasonable in light of the potential verdict value. (*Id.* at 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc*. (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at *8-9.)

III. DISCUSSION

a. Provisions of the Settlement

Plaintiff moves for approval of a proposed settlement made on behalf of:

[A]ll persons who worked for Defendants in California as 18 non-exempt employees at any time during the PAGA Period [November 15, 2022 through June 4, 2025].

According to the terms of the settlement, Defendant will pay a gross payment in the amount of $1,700,000. This amount includes attorneys' fees in the amount of $566,666.67 (1/3 of the PAGA settlement), litigation costs in the amount of $26,476.30, and settlement administration costs not to exceed $14,000. Of the remaining amount (no less than $1,979,300), 75% will be paid to the LWDA and 25% will be paid to Aggrieved Employees. Funds from checks that are not cashed within 180 days from the date of mailing will be sent to the Controller of the State of California in the name of the Aggrieved Employee to whom the check was issued, to be held pursuant to the Unclaimed Property Law.

In exchange for the settlement, the Aggrieved Employees agree to release the Released Parties[1] from all "Released PAGA Claims":

All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff's November 15, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum, straight time, and overtime wages, including with respect to timeliness and rate at which these wages were paid (pursuant to Cal. Labor Code §§ 204, 510, 1194, 1197 and 1198); (2) failure to provide meal periods, including with respect to the rate at which premiums were paid (pursuant to Cal. Labor Code§ 226.7); (3) failure to authorize and permit rest periods, including with respect to the rate at which premiums were paid (pursuant to Cal. Labor Code § 226.7); (4) failure to timely pay all earned wages during employment (pursuant to Cal. Labor Code§ 204); (5) failure to maintain accurate records of hours worked and meal periods taken or missed (pursuant to Cal. Labor Code§ 1174.5); (6) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 - 203); (7) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code § 226); (8) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code§ 2802); (9) failure to produce requested employment records (pursuant to Cal. Labor Code§§ 226,432, and 1198.5); (10) failure to keep accurate and complete payroll records (pursuant to Cal. Labor Code§ 1174); (11) failure at times to provide proper sick leave and supplemental paid sick leave, including with respect to the rate at which it was paid (pursuant to Cal. Labor Code §§ 245 - 248.5); (12) refusal to pay wages due and payable and/or denial of the validity of any claims to wages due (pursuant to Cal. Labor Code § 216); (13) secretly paying wages lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code§ 223); (14) failure to pay vested vacation and/or paid time

[1] Released Parties means: "Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns." (Settlement Agreement, ¶ 1.31.)

off, including with respect to the rate at which it was paid (pursuant to Cal. Labor Code§ 227.3); (15) failure to provide suitable seating (pursuant to section 14(A-B) of all applicable IWC Wage Orders); (16) unlawful agreements (pursuant to Cal. Labor Code§ 432.5); (17) failure to timely provide temporary workers with wages (pursuant to Cal. Labor Code§ 201.3); (18) preventing employees from using or disclosing the skills, knowledge, and experience they obtained while employed with Defendants, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5); (19) unlawful inquires into criminal histories (pursuant to Cal. 8 Labor Code § 432.7); and (20) workplace health and safety violations (pursuant to Cal. Labor Code§§ 1527, 3366, 3457, 8397.4, and 6401); and violations of the applicable IWC California Wage Orders based on the foregoing claims.

(Settlement Agreement, ¶ 5.2.)

b. Fairness of the Settlement

Plaintiff contends that the PAGA settlement is fair and reasonable. (Declaration of John Yslas, p. 12:22-23.) Plaintiffs state the gross PAGA settlement amount of $1,700,000 is approximately 19.7% of the maximum realistic liability in this case, because assuming Plaintiff could prove at least one violation per pay period, and the Court awarded $100 in PAGA penalties for each of the 86,152 pay periods during the PAGA Period, the total penalties would be approximately $8,615,200.

There are approximately 2,672 Aggrieved Employees who collectively worked a total of 86,152 PAGA Pay Periods during the PAGA Period. The parties agreed to mediation with Monique Ngo-Bonnici and engaged in an all-day mediation session and thereafter ultimately accepted a mediator's proposal. Prior to mediation, the parties conducted informal discovery where Plaintiff obtained a representative sampling of time and payroll data for approximately 97% of Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims.

Plaintiff indicates that Defendant's maximum exposure is $8,615,200. As a result, the Gross PAGA Settlement Amount is approximately 20% of the potential maximum recovery. Plaintiff asserts that the settlement amount is fair because courts have wide latitude to reduce the amounts of civil penalties based on the facts and circumstances of a particular case. Plaintiff cites authorities, including: *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528 and *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011, No. ED CV10-01487 RGK (OPx)) 2011 U.S. Dist. LEXIS 154590.

The Court finds the terms of the settlement to be fair. The settlement provides for recovery for each class member and eliminated the risk and expense of further litigation.

c. Incentive Awards, Fees, and Costs

Plaintiff seeks $10,000 as a Representative Service Payment for her time and effort in bringing and presenting this case.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [internal punctuation and citation].)

Plaintiff's declaration indicates that she spent approximately 35 hours on this case, including gathering and providing payroll records, discussing potential witnesses, reviewing discovery, discussing claims in preparation for mediation, being available on the date of mediation, and participating in settlement discussions. Based on the number of hours spent on this lawsuit, the Court approves an enhancement award of $10,000 to Plaintiff.

The Court has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) "Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba*, *supra,* 91 Cal.App.4th at p. 254.)

Plaintiff's counsel seeks attorney fees in the amount of $566,666.67 and reimbursement of $45,000 in litigation costs. Plaintiff's counsel provides evidence demonstrating a lodestar of $377,310 for a total of 439.2 hours of work at hourly rates raning from $550 to $1,500. (Yslas Decl., ¶ 27.) This results in a multiplier of 1.5. This is within the range of multipliers that courts typically approve. (*Wershba*, *supra,* 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"].) The requested fees appear to be reasonable as a percentage of the total recovery and are therefore approved.

IV. CONCLUSION

Accordingly, the motion for approval of PAGA settlement is GRANTED. The parties shall return for a compliance hearing to occur in Department 7 on May 28, 2026 at 2:30 PM.

IT IS SO ORDERED.

DATED: October 17, 2025

CHARLES F. ADAMS
Judge of the Superior Court