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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

AJA JESSICA ALVE, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

vs.

QUALCOMM INCORPORATED, a
Delaware corporation; QUALCOMM
ATHEROS, INC., a Delaware corporation;
QUALCOMM TECHNOLOGIES, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV429499

Assigned for All Purposes To:
Hon. Charles F. Adams, Dept. 7

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: October 16, 2025

Time: 1:30 p.m.

Dept.: 7

1 The Court, having considered the Plaintiff's Motion for Approval of PAGA Settlement
2 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*
3 ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement,"
4 attached as Exhibit 1 to the Declaration of John G. Yslas), the papers filed in support of the motion,
5 and the arguments of counsel, has determined that the Settlement provides genuine and meaningful
6 relief under PAGA and is fair, adequate, and reasonable.

7 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

8 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
9 all Parties to the Action.

10 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on
11 behalf of herself, the State of California, and Aggrieved Employees, on the one hand, and
12 Defendants Qualcomm Incorporated and any of its subsidiaries and affiliates, including but not
13 limited to Qualcomm Atheros, Inc. and Qualcomm Technologies, Inc. (collectively,
14 "Defendants"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless
15 otherwise provided herein, all capitalized terms used herein shall have the same meaning as
16 defined in the Settlement Agreement.

17 3. Aggrieved Employees includes all persons who worked for Defendants in
18 California as non-exempt employees at any time during the PAGA Period (November 15, 2022
19 through June 4, 2025).

20 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
21 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of
22 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding
23 the Settlement.

24 5. The Court finds that the Settlement has been reached as a result of serious and non-
25 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
27 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement
28

1 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
2 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
3 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
4 in the Settlement Agreement.

5 6. Defendants will not be required to pay any additional amounts in connection with
6 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$1,700,000.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law
9 Firm, PLC, in the total amount of \$566,666.67. The Court also awards a PAGA Counsel Litigation
10 Expenses Payment in the total amount of \$26,476.30 (requested up to \$45,000.00). The PAGA
11 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from
12 the Gross Settlement Amount.

13 8. The Court awards a PAGA Representative Service Payment to Plaintiff Aja Jessica
14 Alve for her services in the amount of \$10,000.00 to be paid from the Gross Settlement Amount.
15 Plaintiff submitted a declaration detailing the ways in which she assisted PAGA Counsel in the
16 litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

17 9. The Court appoints Phoenix Settlement Administrators (“Phoenix”) to serve as the
18 Settlement Administrator. The Court concludes that the Administration Expenses Payment in the
19 amount of \$14,000.00 is reasonable and necessary to administer the Settlement and shall be paid
20 from the Gross Settlement Amount.

21 10. The Net Settlement Amount of \$1,064,333.33 shall be allocated as follows: 75% of
22 the PAGA Settlement Amount, or \$798,250.00, will be paid to the LWDA, and the remaining
23 25%, or \$266,083.33, will be paid to all Aggrieved Employees pursuant to the calculation set forth
24 in the Settlement Agreement for calculating Individual PAGA Payments.

25 11. The Court directs that the Administrator send the Notice, attached as Exhibit A to
26 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
27 be disseminated pursuant to the Settlement.
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1 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
2 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be
3 bound by the releases set forth in the Settlement Agreement. Specifically:

4 a. Upon the Effective Date and contingent upon payment of the Gross Settlement
5 Amount, Plaintiff will be deemed to have provided a general release to the Released
6 Parties.

7 b. Upon the Effective Date and contingent upon payment of the Gross Settlement
8 Amount, on behalf of the Aggrieved Employees, the State of California, the LWDA
9 and PAGA Counsel, will release claims against all Released Parties from all claims
10 for PAGA civil penalties that are alleged or reasonably could have been alleged
11 based on the facts alleged in the Operative Complaint and in Plaintiff's November
12 15, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum,
13 straight time, and overtime wages, including with respect to timeliness and rate at
14 which these wages were paid (pursuant to Cal. Labor Code §§ 204, 510, 1194, 1197
15 and 1198); (2) failure to provide meal periods, including with respect to the rate at
16 which premiums were paid (pursuant to Cal. Labor Code § 226.7); (3) failure to
17 authorize and permit rest periods, including with respect to the rate at which
18 premiums were paid (pursuant to Cal. Labor Code § 226.7); (4) failure to timely
19 pay all earned wages during employment (pursuant to Cal. Labor Code § 204); (5)
20 failure to maintain accurate records of hours worked and meal periods taken or
21 missed (pursuant to Cal. Labor Code § 1174.5); (6) failure to timely pay final wages
22 at termination (pursuant to Cal. Labor Code §§ 201 – 203); (7) failure to provide
23 accurate itemized wage statements (pursuant to Cal. Labor Code § 226); (8) failure
24 to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (9)
25 failure to produce requested employment records (pursuant to Cal. Labor Code §§
26 226, 432, and 1198.5); (10) failure to keep accurate and complete payroll records
27 (pursuant to Cal. Labor Code § 1174); (11) failure at times to provide proper sick
28

1 leave and supplemental paid sick leave, including with respect to the rate at which
2 it was paid (pursuant to Cal. Labor Code §§ 245 – 248.5); (12) refusal to pay wages
3 due and payable and/or denial of the validity of any claims to wages due (pursuant
4 to Cal. Labor Code § 216); (13) secretly paying wages lower than required by
5 statute while purporting to pay legal wages (pursuant to Cal. Labor Code § 223);
6 (14) failure to pay vested vacation and/or paid time off, including with respect to
7 the rate at which it was paid (pursuant to Cal. Labor Code § 227.3); (15) failure to
8 provide suitable seating (pursuant to section 14(A-B) of all applicable IWC Wage
9 Orders); (16) unlawful agreements (pursuant to Cal. Labor Code § 432.5); (17)
10 failure to timely provide temporary workers with wages (pursuant to Cal. Labor
11 Code § 201.3); (18) preventing employees from using or disclosing the skills,
12 knowledge, and experience they obtained while employed with Defendants, and
13 whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5,
14 and 1197.5); (19) unlawful inquires into criminal histories (pursuant to Cal. Labor
15 Code § 432.7); and (20) workplace health and safety violations (pursuant to Cal.
16 Labor Code §§ 1527, 3366, 3457, 8397.4, and 6401); and violations of the
17 applicable IWC California Wage Orders based on the foregoing claims The
18 Released PAGA Claims are those that accrued during the PAGA Period. The
19 PAGA Period means the period from November 15, 2022 through June 4, 2025.

20
21 13. Without affecting the finality of this order and entry of judgment, the Court retains
22 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
23 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California
24 Code of Civil Procedure section 664.6.

25 14. Nothing in this Order or the Settlement shall be construed as an admission or
26 concession by any party. The Settlement and this resulting Order and entry of judgement simply
27 represent a compromise of disputed allegations.

28 15. Upon completion of the Settlement, the Administrator will provide written

1 certification of the completion to the Court and counsel for the Parties which shall be filed with
2 the Court on or before _____, 2026 (suggested 16 days prior to compliance
3 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
4 Settlement Agreement for _____ (proposed July 24, 2026) at _____ a.m./p.m.

5 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing
6 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this
7 Order and the Settlement Agreement by that date.

8 17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
9 calendar days after the entry of this Order.

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

11
12 Dated: _____

Honorable Charles F. Adams
Judge of the Superior Court