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Attorneys for Plaintiff, MARTY MCKAY, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MARTY MCKAY, individually and on behalf of
other individuals similarly situated,

Plaintiff,

v.

ICHOR SYSTEMS, INC. a Delaware corporation,
and DOES 1 through 100, inclusive

Defendant.

CASE NO. RG20056809

**Assigned for All Purposes to Hon. Tara
Desautels, Dept. 23**

CLASS ACTION

**~~[PROPOSED]~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
AND ENTRY OF AMENDED FINAL
JUDGMENT THEREON**

**Hearing Date: June 13, 2023
Time: 9:00 a.m.
Dept.: 23**

Complaint filed: February 28, 2020

**[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
AND ENTRY OF FINAL AMENDED JUDGMENT THEREON**

FILED
Superior Court of California
County of Alameda

03/14/2024

Clad Filer, Executive Officer / Clerk of the Court

By: *A. L. Tumonong* Deputy
A. Tumonong

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action Settlement Agreement (the “Settlement Agreement” and/or the
3 “Settlement”) came for hearing on June 13, 2023, in Department 23 of the above-entitled court.

4 The Final Approval Motion was unopposed by Defendant Ichor Systems, Inc.
5 (“Defendant”). Having considered the Final Approval Motion, the Settlement Agreement,
6 declarations in support thereof, and all other materials properly before the Court and having
7 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the
8 Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is
9 approved. Due and adequate notice having been given to the Class, and the Court having
10 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and
11 written comments received regarding the proposed Settlement, and having reviewed the record in
12 this Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter of this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. The Court finds that the distribution of the Class Notice Packet, as provided for
19 in the Order for Preliminary Approval of Class Action Settlement, constituted the best notice
20 practicable under the circumstances to all Class Members and fully met the requirements of
21 California law and due process under the California and United States Constitution. Based on
22 evidence and other material submitted, the actual notice to the Class was adequate.

23 4. The Court finds that the instant Action presented a good faith dispute of the claims
24 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf of
25 the Class Members included claims for unpaid wages (including failure to pay full, regular, and
26 overtime wages and minimum wages), meal and rest break violations, failure to provide accurate
27 itemized wage statements, failure to pay all wages for alternative workweeks, failure to timely
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1 pay final wages, unfair and unlawful business practices, and PAGA penalties based on the
2 foregoing Labor Code violations.

3 5. All Class Members who did not opt-out of the Settlement are entitled to payment
4 pursuant to the Settlement and this Judgment.

5 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
7 Parties are directed to perform in accordance with the terms set forth in the Settlement
8 Agreement.

9 7. The Parties are to bear their own costs, except as otherwise provided in the
10 Settlement Agreement.

11 8. For purposes of effectuating this Order and Judgment (including the Released
12 Class Claims of Participating Class Members), this Court has certified the following class: “all
13 current and former hourly employees who worked for Ichor Systems, Inc. in California any time
14 between February 28, 2016 and May 31, 2022.” The Court deems this definition sufficient for
15 purposes of California Rules of Court, rule 3.765(a). All Class Members who opted-out are
16 excluded from any and all terms and obligations, including the release(s) of the Settlement.

17 9. With respect to the Class Members and for purposes of approving this Settlement,
18 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
19 numerous that joinder of all Class Members is impracticable; (b) there are questions of law or
20 fact common to the Class Members, and there is a well-defined community of interest among the
21 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
22 Representative are typical of the claims of the Class Members; (d) the Class Representative has
23 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
24 to other available methods for an efficient adjudication of this controversy; and (f) the counsel
25 of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for
26 the Plaintiff in his individual and representative capacity and for the Class Members.

27 10. By this Judgment, the Class Representative shall release, relinquish, and
28 discharge, and each of the Participating Class Members shall be deemed to have, and by operation

1 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
2 Released Class Claims, as defined in the Settlement Agreement.

3 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
4 any act performed or document executed pursuant to or in furtherance of the Settlement
5 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
6 Representative or Participating Class Members as an admission of, or evidence of, the validity
7 of any of the Settlement Class Members' Released Class Claims, or of any wrongdoing or
8 liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or
9 may be used by the Class Representative or Participating Class Members as an admission of, or
10 evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil,
11 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
12 Defendant or any of the other Released Parties may file the Settlement Agreement and/or the
13 Judgment from this Action in any other action that may be brought against it or them in order to
14 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
15 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
16 preclusion or similar defense or counterclaim.

17 12. The "Gross Settlement Amount" to be paid under the Settlement Agreement is
18 \$3,100,000. From this amount, the Court awards Attorneys' Fees of \$930,000.00, and Costs in
19 the amount of \$21,289.58, Class Representative Service Payment for the Class Representative
20 Marty McKay of \$20,000.00, \$10,000.00 to the Settlement Administrator, ILYM Group, Inc.,
21 and \$75,000.00 to the LWDA for PAGA Penalties. The Court finds that the Gross Settlement
22 Amount is fair, reasonable, and adequate, and awards the payments as set forth above from the
23 Gross Settlement Amount. After deducting the foregoing payments from the Gross Settlement
24 Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class
25 Members as set forth in the Settlement Agreement and as calculated by the Settlement
26 Administrator.

27 13. The Court orders that 10% of the awarded Attorneys' Fees (\$93,000) kept in the
28 Settlement Administrator's trust fund be released and paid to Class Counsel.

1 14. The Settlement Administrator is directed to calculate the Participating Class
2 Member's individual Settlement Share from the Net Settlement Amount and issue all payments
3 in accordance with the Settlement Agreement.

4 15. Participating Class Members had 180 days to negotiate the Settlement check from
5 the date of issuance by the Settlement Administrator. A total of 116 issued settlement checks,
6 totaling \$237,799.80 remain uncashed. The Settlement Administrator shall distribute
7 \$237,799.80 to the court approved *cy pres* Bay Area Legal Aid.

8 16. This document shall constitute a Judgment for the purposes of California Rule of
9 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
10 Class Representatives, the Participating Class Members, and Defendant for the purposes of
11 supervising the implementation, enforcement, construction, administration, and interpretation of
12 the Settlement Agreement and this Judgment.

13
14 **IT IS SO ORDERED.**

15 March 14
16 Dated: _____, 2024



HON. TARA DESAUTELS
JUDGE OF THE SUPERIOR COURT
Tara Desautels / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On March 13, 2024, I served the foregoing documents described as

**(1) [PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND ENTRY OF AMENDED FINAL
JUDGMENT THEREON**

on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

[X] **(BY E-MAIL)** On the above date, I served the aforementioned document(s) by email to the parties’ email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive, within a reasonable period of time, any indication that the transmission did not go through.

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

Executed March 13, 2024 at Westlake Village, California.

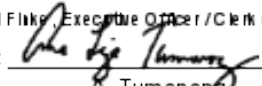


Suzette Boucher

McKay v. Ichor Systems, Inc.
Alameda County Superior Court
Case No.: RG20056809

Service List

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HOLMES LAW GROUP, APC Jeff Holmes, Esq. 1613 Chelsea Road, Suite 238 San Marino, CA 91108 Telephone: (800) 379-0719 Email: Jeff@Holmes.Law	Co-Counsel for Plaintiff

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 03/18/2024
PLAINTIFF/PETITIONER: Marty Mckay	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Ichor Systems, Inc.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG20056809

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND ENTRY OF AMENDED FINAL JUDGMENT THEREON entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Sara A Moore
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Dated: 03/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk