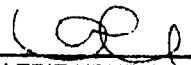


Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 22 2024

BY 
VALERIE URUEÑA, DEPUTY

Attorneys for Plaintiff Cindy Duncan

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CINDY DUNCAN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ROTH STAFFING COMPANIES, L.P., a
limited partnership; INFINEON
TECHNOLOGIES AMERICAS CORP., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVSB2421369

REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Stephanie
Thornton-Harris, Dept. S31 - SBJC]*

~~[PROPOSED]~~ **FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS PURSUANT TO LABOR CODE
SECTIONS 2698 ET SEQ.**

*[Filed concurrently with (1) Notice and Motion
to Approve Settlement, (2) Declaration of Kane
Moon, and (3) Declaration re Settlement
Administration]*

APPROVAL HEARING:

Date: October 22, 2024

Time: 8:30 a.m.

Dept: S31 - SBJC

Complaint filed: June 28, 2024

Trial date: Not set

1 **[PROPOSED] FINAL ORDER AND JUDGMENT**

2 The Court having considered Plaintiff Cindy Duncan's ("Plaintiff's") Notice of Motion
3 and Motion for Approval of PAGA Settlement ("Motion"), which is unopposed by Defendants
4 Roth Staffing Companies, L.P. and Infineon Technologies Americas Corp. (together,
5 "Defendants") (collectively, the "Parties"), the supporting declaration and exhibits thereto, all
6 papers filed and proceedings had herein, and having reviewed the record in the Action, and good
7 cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
10 as set forth in the Settlement Agreement and Release of PAGA Claims (the "Settlement"), which
11 was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for
12 Approval of PAGA Settlement.

13 2. The Court finds it has jurisdiction over this Action, the Parties, and the Aggrieved
14 Employees.

15 3. Plaintiff's Motion came before Department S31 - SBJC of this Court, the
16 Honorable Stephanie Thornton-Harris presiding, on October 22, 2024.

17 4. Plaintiff provided notice to the California Labor and Workforce Development
18 Agency (the "LWDA") of the date scheduled for the Approval Hearing, and the LWDA to date
19 has not asserted any objection or opposition to the Settlement.

20 5. The Court finds that the Settlement was made and entered into in good faith, the
21 terms of which are fair, reasonable, and adequate; was reached following meaningful discovery
22 and investigation conducted by Plaintiff and her Counsel; is the result of serious, informed,
23 adversarial, and arms-length negotiations between the Parties; and therefore, meets the
24 requirements for settlement approval. In so finding, the Court has considered all the evidence
25 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
26 complexity of the claims presented; the likely duration of further litigation; the settlement
27
28

1 amount offered; the extent of investigation and discovery completed; and the experience and
2 views of Plaintiff's Counsel.

3 6. Plaintiff's Motion is hereby granted, and the Settlement is hereby accepted and
4 approved.

5 7. Effective on the date when Defendants fully fund the Gross Settlement Amount,
6 Plaintiff, the State of California, and all PAGA Settlement Members, by operation of this Final
7 Order and Judgment, hereby fully, finally, and forever release, relinquish, and discharge the
8 Defendants Releasees from claims as follows:

- 9 a. In exchange for the consideration, undertakings, and covenants agreed to by
10 Defendants in this Agreement, and to the fullest extent permitted by applicable
11 law, the Plaintiff, on behalf of herself, the Aggrieved Employees, and the State
12 of California, hereby release, discharge, and covenant not to sue Defendants, and
13 all of their respective past and present employees, directors, officers, attorneys,
14 representatives, insurers, agents, parents, subsidiaries, affiliates, related
15 companies, predecessors, successors, lessees, and assigns, and any entity that
16 could be jointly liable with any of these (individually and collectively
17 "Defendants Releasees") from and with respect to all actions, causes of action,
18 suits, liabilities, claims, and demands whatsoever, and each of them, for the
19 PAGA Period, which the Plaintiff, the Aggrieved Employees, and the State of
20 California have against Defendants Releasees, or any of them, under PAGA
21 (including but not limited to claims under PAGA for civil penalties under
22 California Labor Code §§ 558, 256, 226.3, and 2699(f)), which are asserted in
23 the Action, which includes the PAGA letter filed on May 1, 2021, or could have
24 been raised in this Action, including in the PAGA letter filed on May 1, 2021,
25 based upon the facts set forth therein, including, but not limited to (i) failure to
26 pay for all hours worked, including but not limited to minimum wages and
27 overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1194.2, 1197, 1198); (ii)

1 failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (iii) failure to
2 authorize and permit rest periods (Cal. Lab. Code § 226.7); (iv) failure to
3 maintain accurate records of hours worked and meal periods (Cal. Lab. Code §§
4 1174 & 1174.5; (v) failure to reimburse and indemnify for business expenses
5 (Cal. Lab. Code § 2802); (vi) failure to timely pay all wages at termination (Cal.
6 Lab. Code §§ 201-203); and (vii) failure to furnish accurate itemized wage
7 statements (Cal. Lab. Code § 226).

8 b. The State of California, including the Labor Workforce and Development
9 Agency (“LWDA”), shall be bound by the release of PAGA claims set forth in
10 the Settlement Agreement and above. In addition, all aggrieved employees
11 attempting to stand in the shoes of the LWDA and/or the state of California and
12 other purported “aggrieved employees” under the PAGA, or attempting to
13 recover penalties from a PAGA action filed by another purported “aggrieved
14 employee,” shall be bound by the release of PAGA claims set forth in the
15 Settlement Agreement and above, and shall be barred from prosecuting and/or
16 participating in such PAGA action and/or PAGA recovery.

17 c. In exchange for the consideration, undertakings, and covenants undertaken by
18 Defendants in this Agreement, including but not limited to the payment of the
19 Service Award, and to the fullest extent permitted by applicable law, Plaintiff
20 hereby releases, discharges, and covenants not to sue the Defendants Releasees
21 with respect to and from any and all claims, charges of discrimination, demands,
22 liens, agreements, contracts, covenants, actions, suits, causes of action, disputed
23 wages, obligations, debts, expenses, attorneys’ fees, damages, penalties, interest,
24 judgments, orders and liabilities of whatever kind or nature in law, equity or
25 otherwise, whether now known or unknown, suspected or unsuspected, and
26 whether or not concealed or hidden, which she now owns or holds or she has at
27 any time heretofore owned or held, arising out of or in any way connected with
28

1 her employment, separation of employment, application for employment, or any
2 other relationship with the Defendants Releasees or any other transactions,
3 occurrences, acts or omissions or any loss, damage or injury whatever, known or
4 unknown, suspected or unsuspected, resulting from any act or omission by or on
5 the part of said Defendants Releasees, or any of them, committed or omitted prior
6 to the date of the Final Order and Judgment (collectively, "Plaintiff's Released
7 Claims"). The Parties intend the Plaintiff's release to be general and
8 comprehensive in nature and to release all Plaintiff's Released Claims and
9 potential Plaintiff's Released Claims against the Defendants Releasees to the
10 maximum extent permitted at law. Plaintiff's Released Claims include
11 specifically, by way of description, but not by way of limitation, any and all
12 claims arising out of or in any way related to: (i) any interactions between the
13 Plaintiff and the Defendants Releasees; (ii) the Plaintiff's employment,
14 separation of employment, application for employment, contractual, and/or
15 quasi-contractual relationship with the Defendants Releasees; (iii) any
16 allegations as to disputed wages, remuneration, and/or other compensation, due
17 by operation of statute, ordinance, regulation, wage order, contract, or quasi-
18 contract; (iv) any federal, state, or local law prohibiting discrimination,
19 harassment, or retaliation on the basis of age, race, color, ancestry, religion,
20 disability, sex, sexual orientation, national origin, citizenship, or any other
21 protected characteristic, including, without limitation, any claims under Title
22 VII, the California Fair Employment and Housing Act, the California Labor
23 Code, the California IWC Wage Orders, the Employee Retirement Income
24 Security Act, and the Americans With Disabilities Act or any other similar
25 statutes whatever the city, county, state, or country of enactment; (v) any claims
26 under the Family and Medical Leave Act of 1993 and/or the California Family
27 Rights Act; (vi) any transactions, occurrences, acts, statements, disclosures, or
28

omissions occurring prior to the date of the Final Order and Judgment; (vii) any claims pertaining to unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and interest thereon (Cal. Lab. Code § 218.6); and (viii) any other tort or contract claims.

d. All PAGA Settlement Member Are Bound By The Settlement. Because this is a PAGA action, pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no PAGA Settlement Member has the right to exclude himself or herself from the Settlement. All PAGA Settlement Members will be bound by this Settlement Agreement, upon its approval by the Court, regardless of whether he or she negotiates (*i.e.* cashes or deposits) his or her settlement check for the Individual Settlement Payments.

e. “PAGA Period” shall mean the period starting on May 1, 2020 through June 30, 2022, or an alternative date to be selected by Defendants, at their sole discretion, subject to the provisions set forth in Paragraph 26 of the Settlement Agreement.

f. “PAGA Settlement Member” or “Aggrieved Employee” shall mean all hourly-paid, non-exempt employees of Defendant Roth who were assigned to work at Defendant Infineon in California during the PAGA Period.

8. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

9. The Settlement is not an admission by Defendants, nor is this Final Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Final Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

10. “Effective Date” means the date on which all of the following events have occurred:

- 1 a. Entry by the Court of the Final Order and Judgment, appointment of PAGA
2 Counsel, and appointment of the Settlement Administrator.
- 3 b. Submission by PAGA Counsel of both the Settlement Agreement and the
4 Final Order and Judgment to the LWDA in accordance with California Labor
5 Code § 2699(1).
- 6 c. The occurrence of the “Effective Date of Judgment,” which shall be deemed
7 to be the last to occur of the following:
- 8 i. If an appeal or other review is sought from the Final Order and
9 Judgment, the next day after the Final Order and Judgment is affirmed
10 or the appeal or other review is dismissed or denied, and the judgment
11 is no longer subject to judicial review or other challenge; or
- 12 ii. If an appeal or other review is not sought from the Final Order and
13 Judgment, the sixty-fifth (65th) calendar day after the Final Order and
14 Judgment is signed and entered by the Court.

15 11. Defendants shall deposit no less than **\$225,000.00** as the Gross Settlement
16 Payment with the Settlement Administrator within thirty (30) days following the Effective Date.
17 The Gross Settlement Amount shall be funded \$125,000.00 by Defendant Roth and \$100,000.00
18 by Defendant Infineon.¹

19 12. Within forty-five (45) days after the Effective Date, the Settlement Administrator
20 shall pay the LWDA, the PAGA Settlement Members, Plaintiff, and Plaintiff’s Counsel their
21 court-approved payments, as awarded below.

22
23
24 ¹ Defendant Roth represents that the Gross Settlement Amount was negotiated and is
25 premised on the understanding that, as of March 30, 2022, there were a total of 7,613 pay periods
26 in the PAGA Period. In the event that Defendants, at their sole discretion, select an end date to the
27 PAGA Period, such that the total pay periods included in the settlement of this Action increases
28 by more than 10% (i.e. more than 761.3 additional pay periods) then the Gross Settlement Amount
shall be increased proportionally by the pay periods in excess of 8,374 pay periods multiplied by
the pay period value. The Parties agree that the pay period value is \$29.55, which is calculated by
dividing the originally agreed upon Gross Settlement Amount (\$225,000) by the pay period count
of 7,613.

1 13. The Court hereby confirms Plaintiff's Counsel Kane Moon, Allen Feghali, and
2 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel.

3 14. The Court finds that the fees requested by Plaintiff's Counsel of \$78,750.00 (35%)
4 of the Gross Settlement Amount is reasonable, and the costs reimbursement requested of up to
5 \$15,000.00 were reasonable and necessary for the prosecution of this action. The Court hereby
6 awards Attorneys' Fees in the amount of **\$78,750.00** and Costs in the amount of **\$2,029.88**,
7 payable from the Gross Settlement Amount, to Plaintiff's Counsel. The payment of fees and costs
8 to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

9 15. The Court further approves payment to Plaintiff for **\$10,000.00**, payable from the
10 Gross Settlement Amount, as a Service Award and in exchange for her general release.

11 16. The Court approves ILYM Group, Inc. as the Settlement Administrator and further
12 approves payment of Settlement Administration Costs in the amount of **\$7,650.00**, payable from
13 the Gross Settlement Amount, to the Settlement Administrator.

14 17. The amount remaining after deducting the court-approved payments described
15 above from the Gross Settlement Amount shall constitute the Net Settlement Amount.

16 18. The Settlement Administrator shall pay to the LWDA an amount equivalent to
17 seventy-five percent (75%) of the Net Settlement Amount.

18 19. The Settlement Administrator shall distribute the remaining twenty-five percent
19 (25%) of the Net Settlement Amount shall constitute the "Aggrieved Employees Fund." The
20 Aggrieved Employees Fund shall be distributed to PAGA Settlement Members through
21 "Individual PAGA Payments" based on the pay periods worked during the PAGA Period.

22 20. The Court approves of the proposed letter attached to the Settlement as Exhibit B to
23 be sent by the Settlement Administrator to Aggrieved Employees, in English and Spanish, along
24 with their respective Individual PAGA Payment check (the "PAGA Packet").

25 21. Aggrieved Employees shall have 180 calendar days after the date the PAGA
26 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
27 check is not cashed within that period, the settlement payment check will be voided and a stop-
28

1 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
2 will have any liability for lost or stolen settlement payment checks, forged signatures on
3 settlement payment checks, unauthorized negotiation of settlement payment checks or failure to
4 timely cash a settlement payment check within the 180-day period. After 180 days from the
5 date of their mailing by the Settlement Administrator, any uncashed checks will be void and
6 escheat to the California State Controller's Office in the name of the Class Member who did not
7 cash his or her check.

8 22. This Action is dismissed in its entirety with prejudice.

9 23. Plaintiff shall submit a copy of this Final Order and Judgment to the LWDA within
10 ten (10) calendar days after entry of the Final Order and Judgment.

11 24. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
12 Action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret,
13 enforce, and effectuate the terms and intent of the Settlement and this Final Order and Judgment.

14 25. The Parties are hereby authorized, without needing further approval from the
15 Court, to agree to and adopt such amendments to, and modifications and expansions of, the
16 Settlement, as are in writing and signed by the Parties' respective Counsel and are consistent
17 with this Final Order and Judgment.

18 26. The Court sets a Status Conference re: Final Accounting for 9.24, 2025,
19 at 9:30 A.m., in Department S31 - SBJC. At least ten (10) court days prior to the hearing,
20 Plaintiff shall submit a final declaration including the actual amounts paid to aggrieved employees,
21 the other amounts distributed under the settlement, and the amounts tendered to the Unclaimed
22 Property Division. No appearance shall be required at the Status Conference if the final declaration
23 reports that all disbursements under the Settlement have been completed.

24 **IT IS SO ORDERED.**

25 DATED: 10/22/24


HON. Stephanie Thornton-Harris
San Bernardino County Superior Court

26 4891-4477-9474.1 / 061413-1070
27
28