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VALERIA BOLANOS and FANNY THORNG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

VALERIA BOLANOS, as an individual on
behalf of herself and on behalf of all others
similarly situated,

Plaintiff,
vs.

NEWPORT FAB, LLC, a Delaware Limited
Liability Corporation; TOWER
SEMICONDUCTOR NEWPORT BEACH,
INC., a Delaware Corporation; JAZZ
SEMICONDUCTOR TRUSTED FOUNDRY,
INC., a Delaware Corporation; TOWER
SEMICONDUCTOR USA, INC., a California
Corporation; JAZZ SEMICONDUCTOR, INC.,
an unknown entity; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2022-01280696-CU-OE-CXC

Assigned for all purposes to:
Hon. Lon Hurwitz
Dept. CX103

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Filed concurrently with Notice of Motion
and Motion, Memorandum of Points and
Authorities, Declarations of Michael Jones,
Fanny Thorng, Valeria Bolanos, and Sean
Hartranft; [Proposed] Order]

Date: September 20, 2024
Time: 9:00 a.m.
Dept.: CX-103

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Fanny Thorng (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

CASE BACKGROUND

4. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA.

5. Plaintiff Thorng sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA

(Labor Code §§ 2699, *et seq.*) on September 9, 2022. On September 9, 2022, Plaintiff Thorng filed a putative wage-and-hour class action complaint against Defendant for wage and hour claims. The Parties subsequently stipulated to dismiss the Thorng action without prejudice and add Plaintiff Thorng as a named plaintiff in the Bolanos action. On October 19, 2023, Plaintiffs filed a First Amended Complaint in the Action alleging both the class and PAGA claims. On or about February 14, 2024, the Court consolidated the Bolanos class action and the separately filed PAGA action into Case No. 30-2022-01280696. The First Amended Complaint is the operative complaint in the Action, and all defendants other than Newport Fab, LLC have been dismissed.

6. Plaintiffs allege Defendant committed multiple Labor Code violations. First, they claim Newport Fab failed to pay all minimum and overtime wages due to a time rounding policy that systematically deprived employees of all wages, and failing to pay for “off the clock” work such as donning and doffing protective gear, going through security checkpoints, etc. Plaintiffs next contend Defendant failed to provide meal breaks prior to the end of the 5th hour of work and rounding meal break time punches such that employees did receive a full 30-minute break, and by failing to provide second lunch breaks on shifts exceeding 10 hours of work. Plaintiffs further allege Defendant failed to provide rest breaks by, *inter alia*, prohibiting employees from leaving the premises while on break. Lastly, Plaintiffs allege they regularly used their personal phones for work purposes without reimbursement.

DISCOVERY AND INVESTIGATION

7. Following the filing of the Complaint, the Parties exchanged documents and information before mediating this action. Prior to mediation, Plaintiff obtained, through informal discovery, payroll records, personnel policies/handbooks, meal break policies, personnel files, and paystubs and time records produced by Newport Fab for about 75% of the class. Defendant also provided documents and information reflecting the estimated total amount of workweeks and pay periods they worked, number of class members, and average hourly pay rates, among other relevant data.

8. After reviewing documents regarding Defendant’s wage and hour policies and practices, and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to

1 evaluate the probability of class certification, success on the merits, and Defendant's maximum
2 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
3 the claims and defenses asserted in the Litigation. Class Counsel reviewed these records and
4 utilized an expert to prepare a damages analysis prior to mediation.

5 SETTLEMENT NEGOTIATIONS

6 9. On October 20, 2023, the parties participated in private mediation with experienced
7 class action mediator Todd Smith. The settlement negotiations were at arm's length and, although
8 conducted in a professional manner, were adversarial. The Parties went into the mediation willing
9 to explore the potential for a settlement of the dispute, but each side was also prepared to litigate
10 their position through trial and appeal if a settlement had not been reached.

11 10. After extensive negotiations and discussions regarding the strengths and
12 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a
13 resolution, the material terms of which are encompassed within the Settlement Agreement.

14 11. Plaintiff Thorng does not have any interest, financial or otherwise, in the proposed
15 third-party administrator.

16 12. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
17 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
18 administrator.

19 13. Wilshire Law Firm, PLC has a fee-splitting agreement with Crosner Legal in this
20 case.

21 14. Class Counsel is not aware of any other pending matter or action asserting claims
22 that will be extinguished or affected by the Settlement.

23 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

24 15. Class Counsel has conducted a thorough investigation into the facts of this case.
25 Based on the foregoing discovery and their own independent investigation and evaluation, Class
26 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
27 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
28 of significant delay, the defenses that could be asserted by Defendant both to certification and on

1 the merits, trial risk, and appellate risk.

2 16. I have been intimately involved in all aspects of handling this case including
3 preparing this case for mediation, evaluating potential exposure and merits (including strengths
4 and weaknesses of the case) and directly negotiating the terms of the settlement of this matter. I
5 have reviewed the declaration of co-counsel Michael Jones, and I concur in the joint analysis set
6 forth in that declaration.

7 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

8 17. Class Counsel represents that Plaintiff Thorng devoted a great deal of time and work
9 assisting counsel in the case, communicated with counsel very frequently for litigation and to
10 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
11 Plaintiff Thorng's requested enhancement award is reasonable particularly in light of the
12 substantial benefits Plaintiff generated for all class members.

13 18. Throughout this Litigation, Plaintiff Thorng, who is a former employee of
14 Defendant, has cooperated immensely with my office and has taken many actions to protect the
15 interests of the class. Plaintiff Thorng provided valuable information regarding the off-the-clock,
16 meal period, and rest period claims. Plaintiff Thorng also informed my office of developments
17 and information relevant to this action, participated in decisions concerning this action, made
18 themselves available to answer questions during the mediation, and provided my office with the
19 names and contact information of potential witnesses in this action. Before we filed this case,
20 Plaintiff Thorng provided my office with documents regarding the claims alleged in this action.
21 The information and documentation provided by Plaintiff Thorng was instrumental in establishing
22 the wage and hour violations alleged in this action, and the recovery provided for in the Settlement
23 Agreement would have been impossible to obtain without Plaintiff Thorng's participation.

24 19. At the same time, Plaintiff Thorng faced many risks in adding himself as the class
25 representatives in this matter. Plaintiff Thorng faced actual risks with his future employment, as
26 putting himself on public record in an employment lawsuit could also very well affect his
27 likelihood for future employment. Furthermore, as part of this Settlement, Plaintiff Thorng is
28 executing a general release of all claims against Defendant.

1 20. In turn, class members will now have the opportunity to participate in a settlement,
2 reimbursing them for alleged wage violations they may have never known about on their own or
3 been willing to pursue on their own. If these class members would have each tried to pursue their
4 legal remedies on their own, that would have resulted in each having to expend a significant amount
5 of their own monetary resources and time, which were obviated by Plaintiff Thorng putting herself
6 on the line on behalf of these other class members.

7 21. In the final analysis, this class action would not have been possible without the aid
8 of Plaintiff Thorng, who put her own time and effort into this Litigation, sacrificed the value of her
9 own individual claims, and placed herself at risk for the sake of the class members. The requested
10 enhancement award for Plaintiff for her service as the class representative and for her general
11 release of all individual claims is a relatively small amount of money when the time and effort put
12 into the Litigation are considered and in comparison to enhancements granted in other class actions.
13 The requested incentive award is therefore reasonable to compensate Plaintiff for her active
14 participation in this lawsuit.

15 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

16 22. The Settlement provides for attorney's fees payable to Class Counsel in an amount
17 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$1,300,000,
18 plus actual costs and expenses not to exceed \$30,000.00. The proposed award of attorneys' fees
19 to Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
20 Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the
21 percentage method as many of the entries in the time records will have to be redacted to preserve
22 attorney-client and attorney work product privileges.

23 23. I am informed and believe that the fee and costs provision is reasonable. The fee
24 percentage requested is less than that charged by my office for most employment cases. My office
25 invested significant time and resources into the case, with payment deferred to the end of the case,
26 and then, of course, contingent on the outcome.

27 24. It is further estimated that my office will need to expend at least another 50 to 100
28 hours to monitor the process leading up to the final approval and payments made to the class. My

1 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

2 25. The risk to my office has been very significant, particularly if we would not be
3 successful in pursuing this class action. In that case, we would have been left with no compensation
4 for all the time taken in litigating this case. Indeed, our firm has taken on a number of class action
5 cases that have resulted in thousands of attorney hours being expended and ultimately having
6 certification denied or the defendant company going bankrupt. The contingent risk in these types
7 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
8 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

9 26. Because most individuals cannot afford to pay for representation in litigation on an
10 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
11 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
12 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
13 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
14 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
15 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
16 that we recover more than our regular hourly rate when we win if we are to remain in practice so
17 as to be able to continue representing other individuals in civil rights employment disputes.

18 MY EXPERIENCE AND QUALIFICATIONS

19 27. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
20 Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100
21 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously
22 practicing in employment litigation, representing employees in both individual and class actions
23 in both state and federal courts throughout California.

24 28. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
25 are experienced in litigating Labor Code violations in both individual, class action, and
26 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
27 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
28 and data privacy litigation.

1 29. I graduated from the University of California, Santa Barbara with High Honors in
2 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
3 School in 1996.

4 30. Upon graduating from law school in 1996, I worked for a boutique law firm
5 practicing general litigation which included employment law matters. Since 2000 (that is, the last
6 23 years) my practice has been exclusively focused on labor and employment matters including
7 handling wage and hour class, collective and representative actions (including the California
8 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
9 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
10 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
11 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
12 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
13 a major leading role in defending employers on numerous wage and hour class, collective and
14 representative actions.

15 31. In 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire Law Firm,
16 P.C., to represent plaintiff employees. I have been and am handling many wage and hour class and
17 representative actions litigating such matters on behalf of plaintiff employees in numerous Superior
18 Courts and District Courts. From matters representing both plaintiffs and defendants, I have
19 successfully mediated the resolution of many wage and hour class, collective, and representative
20 actions. Since joining Wilshire Law Firm, P.C. (and thus joining the plaintiff’s bar) I have already
21 successfully mediated matters (starting in about late April 2023) in which I have been counsel or
22 co-counsel resulting in more than \$35.6 million in settlements which are in the process of being
23 finalized or are finalized, and with numerous upcoming mediations scheduled. In those and
24 numerous other matters, I have managed and assisted with the litigation and settlement of many
25 wage and hour PAGA and class actions. In those actions, I performed similar tasks as those
26 performed in the course of prosecuting this action.

27 32. I have received numerous awards for my legal work. For example, from 2015 to
28 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).

1 have also served on numerous prominent boards and in other leadership positions, including
2 currently serving as Southern California Regional President for the Hispanic National Bar
3 Association and on the board of directors of the Mexican American Bar Foundation. I also
4 previously served on the 5-member Los Angeles Civil Service Commission, which generally
5 oversees the personnel decisions for the City of Los Angeles.

6 33. I have also published numerous blogs on labor and employment issues including on
7 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
8 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
9 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
10 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
11 presenter involving the “Employment Law Update” at a National Employment Law Council
12 conference.

13 34. My current contingent billing rate of \$850.00 per hour is consistent with my practice
14 area, experience including as a former partner in international law firms, numerous awards
15 received, legal market and accepted hourly rates:

16 a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
17 Anymore,” NATIONAL LAW JOURNAL, the following hourly billing rates were
18 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
19 wage-and-hour class actions that I opposed when litigating wage-and-hour class
20 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
21 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
22 8th Year - \$455. I am a 27th year attorney and Senior Partner, with most of my
23 experience in class action litigation as a primary practice area. Having worked as a
24 partner for several well-known international law firms on the defense side, and
25 achieved numerous outstanding results on the plaintiff’s side this past year,
26 respectfully, my hourly rate should be adjusted upward.

27 35. Jeffrey C. Bils is a tenth-year Senior Attorney at Wilshire Law Firm. His current
28 hourly rate is \$650. He graduated from the University of Wisconsin–Madison with a Bachelor of

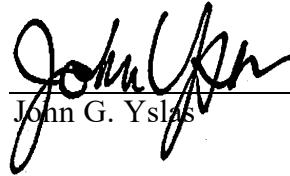
Arts in Journalism and German, and received his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law school, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the Entertainment Law Review. He served as a Judicial Extern for the Hon. Consuelo Bland Marshall in United States District Court for the Central District of California, and also for the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of California. He graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted to practice law in the State of California in 2014. Since graduating from law school, he has focused his legal work primarily on employment matters, including wage-and-hour class action and PAGA representative action litigation, and he has helped obtain dozens of settlements on behalf California workers, as well as on behalf of California employers during his years on the defense bar. He is a member of the Beverly Hills Bar Association (BHBA), where he serves as a current member of the Board of Governors and is a past Chair of the Labor & Employment Law Section Executive Committee. He is also a member of the California Employment Lawyers Association (CELA). His current contingent billing rate for this case is \$650 per hour.

36. Aram Boyadjian is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2021. Aram graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola Law School. During law school, he was a member of the student editorial board for the International and Comparative Law Review. Since January 2021, his practice has mainly been focused on wage and hour class action litigation. His current contingent billing rate for this case is \$550 per hour.

37. Andrew Sandoval is a second-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2022. Andrew graduated from Azusa Pacific University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School. During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice has mainly been focused on wage and hour class action litigation. His current contingent billing rate for this case is \$450 per hour.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct.

3 Executed on June 10, 2024, at Los Angeles, California.

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5 
6 John G. Yslas

PROOF OF SERVICE

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