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Attorneys for Plaintiffs
VALERIA BOLANOS and FANNY THORNG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

VALERIA BOLANOS and FANNY
THORNG, as individuals and on behalf of
themselves 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

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: November 8, 2024
Time: 1:30 p.m.
Dept. CX-103

1 The Court, having read the papers filed regarding Plaintiffs’ unopposed Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, and having heard argument on the
3 Motion, hereby finds and ORDERS as follows:

4 1. The Amended Class Action and PAGA Settlement Agreement attached as Exhibit
5 1 to the Supplemental Declaration of John G. Yslas in support of Plaintiffs’ unopposed Motion
6 for Preliminary Approval of Class Action Settlement (the “Settlement Agreement”) (ROA 188),
7 is within the range of possible recovery and, subject to further consideration at the Final Approval
8 Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The Court,
9 for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: “all persons who worked for Defendant Newport Fab, LLC (“Newport Fab”)
12 as an hourly-paid or non-exempt employee at any time during the Class Period of March 21, 2018
13 to April 13, 2024.”

14 3. The Court finds the Settlement Class, consisting of at least 1,195 members, is so
15 numerous that joinder of all members is impractical, and that the Settlement Class is ascertainable
16 by reference to the business records of Newport Fab.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact, and these common questions include (1) whether Newport Fab paid Settlement Class
20 Members for all hours worked, including overtime hours, at the correct hourly wage; (2) whether
21 Newport Fab provided Settlement Class Members with all required meal periods on a compliant
22 basis; (3) whether Newport Fab provided Settlement Class Members with all required rest periods
23 on a compliant basis; (4) whether Newport Fab reimbursed Settlement Class Members for
24 reasonable and necessary business expenses; (5) whether Newport Fab provided Settlement Class
25 Members with compliant wage statements; and (5) whether Newport Fab paid all wages due on
26 separation of employment.

27 5. The Court finds further the claims of named Plaintiffs Valeria Bolanos and Fanny
28 Thorng are typical of the claims of the Settlement Class, and that they will fairly and adequately

1 protect the interests of the Settlement Class. Accordingly, the Court appoints Valeria Bolanos
2 and Fanny Thorng are as the Class Representatives, and appoints their counsel of record, Zachary
3 M. Crosner, Jamie K. Serb, and Sepideh Ardestani, of Crosner Legal, PC, and John G. Yslas,
4 Jeffrey C. Bils, and Samantha Smith of Wilshire Law Firm, PLC, as Class Counsel.

5 6. The Court finds further that certification of the Settlement Class is superior to other
6 available means for the fair and efficient adjudication of the controversy.

7 7. The Court finds further that, in the present case, the proposed method of providing
8 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
9 Member's last known address, is reasonably calculated to notify the Settlement Class Members
10 of the proposed Settlement and provides the best notice possible under the circumstances. The
11 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
12 Class Members of the terms of the Settlement and their rights thereunder, including the right to
13 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
14 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
15 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
16 proposed Notice of Class Action Settlement and the procedure for providing Notice set forth in
17 the Settlement Agreement, all are approved by the Court.

18 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
19 selection of Phoenix Settlement Administrators as the Settlement Administrator. The Settlement
20 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
21 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
22 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
23 of this Order and the Settlement Agreement, and particularly with respect to providing the
24 Settlement Administrator all information necessary to perform its duties under the Settlement
25 Agreement.

26 9. The Court preliminarily approves the following payments from the Gross
27 Settlement Amount of \$3,900,000:
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1 a. Attorney's Fees to Class Counsel in an amount not to exceed one-third of the Gross
2 Settlement Amount, or \$1,300,000.00;

3 b. Class Counsel's litigation costs and expenses in an amount not to exceed
4 \$30,000.00;

5 c. Class Representative Enhancement Payments to Plaintiffs in an amount not to
6 exceed \$10,000.00 each;

7 d. The Settlement Administrator's fees and expenses in an amount not to exceed
8 \$15,000.00; and

9 e. Civil penalties under the Private Attorney's General Act in an amount not to
10 exceed \$100,000.00, which amount is preliminarily approved by the Court as fair, reasonable, and
11 adequate, and consistent with PAGA's purposes. The PAGA civil penalties will be divided 75%
12 to the California Labor & Workforce Development Agency and 25% to the Aggrieved Employees
13 on a pro rata basis.

14 10. Any member of the Settlement Class who wishes to comment on or object to the
15 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
16 Counsel or any proposed representative enhancement to the Class Representatives, shall have
17 sixty (60) days from the mailing of the Class Notice to submit his or her comments and/or
18 objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class
19 Notice. Alternatively, Class Members may submit an oral objection at the Final Approval
20 Hearing.

21 11. Any member of the Settlement Class who wishes to exclude themselves from the
22 Settlement shall have sixty (60) days from the mailing of the Class Notice to submit his or her
23 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
24 and Class Notice. The Court will have final say regarding the validity of the Requests for
25 Exclusion.

26 12. The Settlement Administrator is ordered to file a declaration in advance of the
27 Final Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and
28

1 further attaching and authenticating all Objections, if any. The Court will have final say regarding
2 the validity of the Request for Exclusion.

3 13. A Final Approval Hearing is hereby set for _____, at 1:30 p.m. in
4 Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Blvd.,
5 Santa Ana, California 92701, to consider any objections to the Settlement, determine if the
6 proposed Settlement should be found fair, adequate and reasonable and given full and final
7 approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class
8 Counsel, the amount of any representative enhancement award to the Class Representative, and
9 to approve the fees and costs payable to the Settlement Administrator. All legal memoranda,
10 affidavits, declarations, or other evidence in support of the request for final approval, the award
11 of attorney's fees and costs to Class Counsel, the enhancement awards to the Class
12 Representatives, and the fees and costs of the Settlement Administrator, shall be filed no later
13 than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to
14 continue the Final Approval Hearing without further notice to the Settlement Class Members.

15 14. Provided he or she has not submitted a timely and valid Request for Exclusion,
16 any Settlement Class Member may appear, personally or through his or her own counsel, and be
17 heard at the Final Approval Hearing regardless of whether he or she has submitted a written
18 objection.

19 15. Under Code of Civil Procedure section 664.6 and California Rule of Court 3.769,
20 the Court shall retain jurisdiction over the parties to interpret, implement and enforce the
21 Settlement.

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____

Judge of the Superior Court

26 4867-9986-4818.1
27
28

1 PROOF OF SERVICE
2 VALERIA BOLANOS V. NEWPORT FAB, LLC
Orange county Superior Court Case No. 30-2022-01280696-CU-OE-CXC

3 At the time of service, I was over 18 years of age and not a party to this action. I am employed in
4 the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd.,
Suite 301, Beverly Hills, CA 90210.

5 On October 28, 2024, I served true copies of the following document(s) described as

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

8 **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF**
9 **CLASS ACTION AND PAGA SETTLEMENT**

10 on the interested parties in this action as follows:

11 SEE ATTACHED

12 ☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced
13 document(s) from the email address mathew@crosnerlegal.com to the interested parties in this
14 action by electronic transmission. Said electronic transmission was reported as complete and
without error. Court at whose direction the service was made.

15 I declare under penalty of perjury under the laws of the United States of America that the foregoing
16 is true and correct and that I am employed in the office of a member of the bar of this Court at
whose direction the service was made.

17 Executed on October 28, 2024, at Los Angeles, California.

18 
19 _____
20 Mathew Adame

SERVICE LIST:

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BEACH, INC.
JAZZ SEMICONDUCTOR TRUSTED
FOUNDRY, INC.
TOWER SEMICONDUCTOR USA, INC.
JAZZ SEMICONDUCTOR, INC.

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