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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
Consolidated Case No. 30-2022-01279796-CU-
OE-CXC

Assigned for All Purposes to:
Hon. Layne H. Melzer
Dept. CX-102

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AND REQUEST
FOR ATTORNEYS' FEES AND COSTS, AND
JUDGMENT THEREON**

Date: June 26, 2025
Time: 2:00 p.m.
Dept. CX-102

1 The Court, having read the papers filed regarding Plaintiffs’ Motion for Final Approval
2 of Class Action and PAGA Settlement, and Request for Attorneys’ Fees and Costs, and having
3 heard argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Amended Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement”) attached as Exhibit 1 to the Supplemental Declaration of John Yslas (RoA No.
8 188), is the product of arms-length negotiations between the parties and the terms of the
9 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated
11 herein. The Court orders the parties to the Settlement Agreement to perform forthwith their
12 respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 November 15, 2024 Order Granting Preliminary approval, is hereby certified under Code of
15 Civil Procedure section 382 for purposes of settlement only. The Class consists of all persons
16 who worked for Defendant Newport Fab LLC (“Newport Fab”) as an hourly-paid or non-
17 exempt employee at any time during the Class Period of March 21, 2018 to April 13, 2024.

18 4. The Court adjudges all Participating Class Members, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release all Released Parties (as defined in the Settlement Agreement)
21 from all claims that were alleged, or reasonably could have been alleged, based on the facts
22 occurring within the Class Period and ascertained in the course of the Action including, e.g., any
23 and all claims relating to (a) the alleged unpaid minimum wages and liquidated damages; (b) the
24 alleged unpaid overtime wages; (c) the alleged failure to provide meal periods or compensation
25 in lieu thereof; (d) the alleged failure to provide rest periods or compensation in lieu thereof; (e)
26 the alleged failure to furnish accurate itemized wage statements; (f) the alleged failure to timely
27 pay all wages due upon separation of employment; (g) the alleged failure to reimburse business
28 expenses; and (h) unfair competition arising out of the same. Except as set forth in Section 5.3

1 of the Settlement Agreement, Participating Class Members do not release any other claims,
2 including claims for vested benefits, wrongful termination, violation of the Fair Employment
3 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
4 or claims based on facts occurring outside the Class Period.

5 5. The Court further adjudges all Aggrieved Employees, including Non-
6 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, all the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the facts occurring
10 within the PAGA Period, the PAGA Notices and ascertained in the course of the Action
11 including, e.g., any and all claims relating to (a) the alleged unpaid minimum wages and
12 liquidated damages; (b) the alleged unpaid overtime wages; (c) the alleged failure to provide
13 meal periods or compensation in lieu thereof; (d) the alleged failure to provide rest periods or
14 compensation in lieu thereof; (e) the alleged failure to furnish accurate itemized wage
15 statements; (f) the alleged failure to timely pay all wages due upon separation of employment;
16 and (g) the alleged failure to reimburse business
17 expenses.

18 6. The Settlement Administrator is ordered to distribute to the Participating
19 Settlement Class Members and to the Aggrieved Employees their respective settlement
20 payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that
21 remain after the check void date shall be forwarded to the California State Controller's
22 Unclaimed Property Fund. No funds shall revert to Defendant.

23 7. The Court further orders that the Class Members be provided with notice of this
24 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
25 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

26 8. The Court approves an award of attorneys' fees to Class Counsel in the amount
27 of \$1,170,000.00 (\$585,000.00 to Crosner Legal, P.C. and \$585,000.00 to Wilshire Law Firm,
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1 PLC), and an award of costs and expenses in the amount of \$26,981.90 (\$8,512.99 to Crosner
2 Legal, P.C. and \$18,468.91 to Wilshire Law Firm, PLC).

3 9. The Court approves service payments to plaintiffs and Class Representatives
4 Valeria Bolanos in the amount of \$7,000.00 and Fanny Thorng in the amount of \$10,000.00 (for
5 a total of \$17,000.00), and the Settlement Administrator is ordered to make such payment
6 consistent with the terms of the Settlement Agreement.

7 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
8 Settlement Administration (“Phoenix”), shall be paid from the Gross Settlement Amount for its
9 services in administering the Settlement. As set forth in the Declaration of Yami Burns, the
10 Settlement Administrator is owed \$12,000.00 for services rendered and to be rendered in
11 administering the settlement. The Court therefore orders that Phoenix be paid the amount of
12 \$12,000.00 from the Gross Settlement Amount consistent with the terms of the Class Settlement
13 Agreement.

14 11. The Court approves PAGA penalties in the amount of \$100,000.00, to be paid
15 from the Gross Settlement Amount, and finds that amount is fair, reasonable and adequate, and
16 furthers the purposes underlying PAGA. \$75,000.00 of this amount will be paid to the LWDA
17 as the state's share of the civil penalties, and the remainder of \$25,000.00 will be distributed to
18 the Aggrieved Employees consistent with the terms of the Settlement Agreement.

19 12. The Court hereby schedules a Final Accounting hearing for June 25, 2026, at
20 2:00 p.m., in Department CX-102 of the Orange County Superior Court, and orders the Parties
21 to file a joint compliance report at least sixteen (16) calendar days before the Final Accounting
22 hearing.

23 13. Under California Rule of Court 3.769(h), without affecting the finality of this
24 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
25 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
26 judgment contemplated becomes effective and each and every act agreed to be performed by the
27 parties has been performed under the terms of the Settlement Agreement; (2) any other action
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1 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
2 enforcement, construction, and interpretation of the Settlement Agreement.

3 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
4 based are an admission or concession by any party of any fault, omission, liability or
5 wrongdoing. This Order and Judgment is not a finding of the validity or invalidity of any
6 claims in this action or a determination of any wrongdoing by any party. The final approval of
7 the parties' settlement will not constitute any opinion, position or determination of this Court as
8 to the merits of the claims or defenses of any party.

9 15. Judgment is hereby entered as follows: Plaintiffs Valeria Bolanos and Fanny
10 Thorng and the Participating Class Members, consisting of all persons who worked for Newport
11 Fab as an hourly-paid or non-exempt employee at any time during the Class Period of March 21,
12 2018 to April 13, 2024, who have not otherwise opted out, shall take nothing from Defendant,
13 except as set forth in the Settlement Agreement.

14 16. The Court shall retain jurisdiction over the parties under Code of Civil Procedure
15 section 664.6 and California Rule of Court 3.769(h) to interpret, implement and enforce the
16 Settlement Agreement and this Order and Judgment.

17 **IT IS SO ORDERED AND ADJUDGED.**

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19 Dated: July 14, 2025

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21 Hon. Layne H. Melzer
22 Judge of the Superior Court
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