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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. Layne H. Melzer
Dept. CX-102

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, AND REQUEST FOR
ATTORNEY'S 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 of
2 Class Action and PAGA Settlement, and Request for Attorney's Fees and Costs, and having heard
3 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. 188),
8 is the product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 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 Civil
15 Procedure section 382 for purposes of settlement only. The Class consists of all persons who
16 worked for Defendant Newport Fab LLC ("Newport Fab") as an hourly-paid or non-exempt
17 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 of

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

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

17 6. Under the Settlement Agreement, Defendant to pay a Gross Settlement Amount of
18 \$3,900,000. The Settlement Administrator is ordered to distribute to the Participating Settlement
19 Class Members and to the Aggrieved Employees their respective settlement payments as provided
20 in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check
21 void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No
22 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 attorney's fees to Class Counsel in the amount of
27 \$1,300,000.00, and an award of costs and expenses in the amount of \$26,681.90.
28

1 9. The Court approves service payments to plaintiffs and Class Representatives
2 Valeria Bolanos and Fanny Thorng in the amount of \$10,000.00 each, and the Settlement
3 Administrator is ordered to make such payment consistent with the terms of the Settlement
4 Agreement,

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

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

17 12. The Court hereby schedules a compliance hearing for June 25, 2026, at 2:00 p.m.,
18 in Department CX-102 of the Orange County Superior Court, and orders the Parties to file a joint
19 compliance report at least seven days before the compliance hearing.

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

27 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
28 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.

1 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action
2 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
3 will not constitute any opinion, position or determination of this Court as to the merits of the
4 claims or defenses of any party.

5 15. Judgment is hereby entered as follows: Plaintiffs Valeria Bolanos and Fanny
6 Thorng and the Participating Class Members, consisting of all persons who worked for Newport
7 Fab as an hourly-paid or non-exempt employee at any time during the Class Period of March 21,
8 2018 to April 13, 2024, who have not otherwise opted out, shall take nothing from Defendant,
9 except as set forth in the Settlement Agreement.

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

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

14
15
16 Dated: _____

Judge of the Superior Court