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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

JANE WILLIAMSON and GERALD  
BEAUCHESNE, on Behalf of Themselves and  
All Others Similarly Situated,

Plaintiffs,

v.

MICROSEMI CORP., PETT ACQUISITION  
CORP., SYMMETRICOM, INC., and Does 1  
through 10, inclusive,

Defendants.

Case No. 5:14-cv-01827-LHK

**CLASS ACTION**

**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hearing Date: February 19, 2015  
Time: 1:30 p.m.  
Courtroom: 8  
Judge: Lucy Koh

This matter having come before the Court on February 19, 2015, for Final Approval of the parties' Joint Stipulation of Class Action Settlement and Release (Dkt. No. 22), dated August 21, 2014 ("Settlement Stipulation") and Addendum to the Joint Stipulation of Class Action Settlement and Release (Dkt. No. 29-1), dated January 15, 2015 ("Addendum") (collectively, "Settlement"), between Plaintiffs Jane Williamson ("Williamson") and Gerald Beauchesne ("Beauchesne") (collectively, "Named Plaintiffs") and Defendants Microsemi Corp., PETT Acquisition Corp. and Symmetricom, Inc. (collectively, "Defendants"),<sup>1</sup> due and adequate notice having been given to

<sup>1</sup> PETT, although named as a party in this suit, no longer exists as a separate corporate entity, as it was merged into Symmetricom pursuant to the Agreement and Plan of Merger, dated October 21,

1 Putative Class Members as required by the Court’s Order Granting Preliminary Approval of Class  
2 Action Settlement (Dkt. No. 26), dated November 6, 2014 (“Preliminary Approval Order”), and the  
3 Court having considered all the papers filed and proceedings herein, having received no objections  
4 to the Settlement, having determined that the proposed Settlement is fair, adequate and reasonable,  
5 and otherwise being fully informed, good cause appearing therefore, it is hereby **ORDERED AS**  
6 **FOLLOWS:**

7 1. All terms used herein and not otherwise defined shall have the same meaning as  
8 given in the Settlement Stipulation and/or Addendum. All references herein to “Settlement” shall  
9 include and incorporate both the Settlement Stipulation and the Addendum.

10 2. The Court has jurisdiction over the subject matter of this proceeding and personal  
11 jurisdiction over all parties to this proceeding, including Defendants and all Settlement Class  
12 Members.

13 3. The Court hereby certifies the following Class for purposes of this settlement only  
14 to include:

15 Any employee of Symmetricom who remained on Symmetricom’s  
16 payroll as of November 26, 2013 and was a participant in  
17 Symmetricom’s Incentive Compensation Plan and/or  
Symmetricom’s Success Sharing Plan.

18 4. The Court hereby finds that the Settling Class meets all the requirements of Federal  
19 Rule of Civil Procedure 23(a) in the context of settlement: That is, the class is sufficiently  
20 numerous, Named Plaintiffs Jane Williamson and Gerald Beauchesne are typical and adequate  
21 class representatives, and common questions are present. The Court makes no finding as to  
22 whether the Settling Class meets the “manageability” requirement of Federal Rule of Civil  
23 Procedure 23(b)(3), but finds that, other than with respect to manageability, the Settling Class  
24 meets the predominance and superiority requirements of Fed. R. Civ. Proc. 23(b)(3).

25 5. The deadline for filing a request for exclusion was February 3, 2015. No Class  
26 Members have opted out.

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28 2013. All further references to Microsemi will be to the merged surviving entity and all references  
to Defendants will refer collectively to Microsemi and Symmetricom.

1           6.       Distribution of the Settlement Class Notice and Data Form to the Putative Class  
2 Members as set forth in the Settlement and confirmed in the Claims Administrator’s declaration,  
3 has been completed in conformity with the Preliminary Approval Order – including individual  
4 notice to all Putative Class Members who could be identified through reasonable effort – and  
5 constitutes the best notice practicable under the circumstances. The Court hereby finds that the  
6 Notice provided due and adequate notice of the proceedings and of the matters set forth in the  
7 Preliminary Approval Order, including the material terms of the Settlement Stipulation, including  
8 the Release, the method of calculating Settlement Class Member Payments and each Class  
9 Member’s individual payment amount, and the proposed deductions for attorneys’ fees and  
10 litigation expenses, settlement administration costs, and class representative incentive awards. The  
11 Notice also informed Class Members of the manner in which to request exclusion or to object to the  
12 settlement and the deadlines for each, and their right to appear in person or by counsel at the Final  
13 Approval Hearing. Reasonable periods of time were provided for each of these procedures. The  
14 Court also finds that the Notice provided adequate and appropriate notice to all persons entitled to  
15 such notice, and therefore fully satisfied the requirements of due process and Fed. R. Civ. P. 23(c)  
16 and (e).

17           7.       There is no reason to send new class notice regarding the Addendum, which  
18 provides additional benefits to the class as a whole. *See Weeks v. Kellogg Co.*, No. CV 09-08102  
19 MMM RZX, 2013 WL 6531177, at \*38 (C.D. Cal. Nov. 23, 2013) (citing *In re Prudential Ins. Co.*  
20 *of Am. Sales Practices Litig.*, 962 F.Supp. 450, 473 n.10 (D.N.J.1997)). In addition, the Settlement  
21 Class Notice advised the Putative Class Members that settlement payments could increase (or  
22 decrease) without additional notice.

23           8.       Defendants have filed documentation which demonstrates compliance with the  
24 notice requirements of 29 U.S.C. § 1715(b). *See* Notice of Compliance with 28 U.S.C. §§ 1715 and  
25 1332(d) (Dkt. No. 23), dated August 27, 2014.

26           9.       The Court hereby finds the Settlement was entered into in good faith pursuant to  
27 non-collusive, arms-length negotiations, and that Plaintiffs have satisfied the standards and  
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1 applicable requirements for final approval of this class action settlement under Federal Rule of  
2 Civil Procedure 23(e).

3 10. Upon review of the record, particularly the Declarations of Cliff Palefsky and Eve  
4 Cervantez, the Settlement Stipulation and Addendum, and Class Counsel’s Motion for Final  
5 Approval, the Court hereby finds that the Settlement – including but not limited to the amount paid  
6 in settlement, the plan of allocation, and the releases set out in Paragraphs 101, 102, and 103 of the  
7 Settlement Stipulation – is, in all respects, fair, adequate and reasonable, and therefore approves the  
8 Settlement. The Court has come to this determination pursuant to the factors outlined in cases such  
9 as *Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004), including “(1) the  
10 strength of plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further  
11 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered  
12 in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the  
13 experience and views of counsel; (7) the presence of a governmental participant;<sup>2</sup> and (8) the  
14 reaction of the class members to the proposed settlement.” The Court has also considered the  
15 factors set forth in *In re Bluetooth Headsets Prods. Liab. Litig.*, 654 F.3d 935, 946-47 (9th Cir.  
16 2011), and finds no evidence of collusion here.

17 11. The Court also notes that the Settlement contains a release and/or waiver of certain  
18 potential claims under California Labor Code §§ 2698 *et seq.* (“PAGA”). Accordingly, this Court  
19 hereby finds that the members of the Settling Class acknowledge and/or are deemed to  
20 acknowledge that they are choosing, on a post-dispute basis and with the advice of counsel, to  
21 waive any right they may have to bring a claim on behalf of themselves and/or on behalf of the State  
22 of California pursuant to PAGA. *See Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348,  
23 387 (2014) (“Of course, employees are free to choose whether or not to bring PAGA actions when  
24 they are aware of Labor Code violations”).

25 12. The Court directs the parties to effectuate the settlement terms as set forth in the  
26 Settlement. The Court also directs the Claims Administrator to calculate and pay the claims of all  
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28 <sup>2</sup> This factor is irrelevant as there was no government participant here.

1 448 Settlement Class Members in accordance with the terms set forth in the Settlement.

2 13. Any Settlement Class Member who did not timely opt out will be bound by the  
3 Settlement, pursuant to Paragraph 17 of this Order and Paragraph 73 of the Settlement Stipulation,  
4 regardless of whether they ultimately receive their Settlement Class Member Payment.

5 14. The Court hereby confirms Cliff Palefsky and Scott Stillman of McGuinn, Hillsman  
6 & Palefsky, and Michael Rubin and Eve Cervantez of Altshuler Berzon LLP as Class Counsel.

7 15. As set forth in more detail in the separate Order Awarding Attorneys' Fees,  
8 Reimbursement of Expenses, and Class Representative Incentive Payments, an award of attorneys'  
9 fees in the aggregate amount of \$587,500— equivalent to 25% of the total Gross Settlement Value —  
10 and for costs and litigation expenses in the aggregate amount of \$6,280.07 as final payment for and  
11 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class  
12 Counsel is hereby granted. A payment to Dahl Administration, Inc, as Claims Administrator, in the  
13 aggregate amount of \$14,830.00 is similarly granted. These payments to Class Counsel and the  
14 Claims Administrator shall only be made in accordance with the terms set forth in the Settlement.

15 16. As set forth in more detail in the separate Order Awarding Attorneys' Fees,  
16 Reimbursement of Expenses, and Class Representative Incentive Payments, and having reviewed  
17 the Named Plaintiffs' declarations in support of Plaintiffs' Motion for Preliminary Approval of  
18 Settlement (Dkt. Nos. 21-3, 21-4) the Court also hereby approves Named Plaintiffs Williamson and  
19 Beauchesne as Class Representatives and grants payment to Ms. Williamson and Mr. Beauchesne  
20 of an Enhancement Award in the amount of \$5,000 each for their service as Class Representatives.

21 17. As of the Effective Date as defined in the Settlement, each and every Released  
22 Claim (as defined in the Settlement Stipulation) of each Settlement Class Member — regardless of  
23 whether or not they ultimately receive a Settlement Class Member Payment — is and shall be  
24 deemed to be conclusively released as against the Microsemi Releasees (as defined in the  
25 Settlement Stipulation). As of the Effective Date, all Settlement Class Members are hereby forever  
26 barred and enjoined from prosecuting any of the Released Claims against any of the Microsemi  
27 Releasees.

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1           18.     Neither the Settlement nor any of the terms set forth in the Settlement Stipulation  
2 constitute an admission by Defendants, or any of the other Microsemi Releasees, of liability to the  
3 Plaintiffs or any Settlement Class Member or Putative Class Member, nor does this Final Approval  
4 Order constitute a finding by the Court of the validity of any of the claims alleged by Plaintiffs in  
5 the Lawsuit, or of any liability of Defendants or any of the other Microsemi Releasees. This Order,  
6 the Settlement, any action taken to carry out the Settlement, any document referenced to herein or  
7 filed in connection herewith, and the exhibits thereto, and any negotiations or proceedings related  
8 thereto shall not be construed as, or deemed to be evidence of, or an admission or concession with  
9 regard to the denials or defenses by Defendants. Nothing in this paragraph, however, shall be  
10 deemed to preclude the parties from introducing this Order, the Settlement and/or exhibits, and any  
11 other papers and records on file in the Lawsuit, to enforce the Settlement and/or any orders of this  
12 Court, and/or in any other litigation as evidence of the Settlement by Defendants to support a  
13 defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or  
14 similar defense as to the Released Claims.

15           19.     If the Settlement does not become final and effective in accordance with its terms,  
16 this Final Approval Order and all orders entered in connection herewith shall be vacated and shall  
17 have no further force or effect.

18           20.     Without affecting the finality of the Settlement or the dismissal of this action, this  
19 Court shall retain exclusive and continuing jurisdiction over the present action and the Settling  
20 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting the  
21 Settlement, this Final Approval Order, and the distribution of Settlement Class Member Payments.

22           21.     The Court hereby directs the parties to effectuate the terms of the Settlement as set  
23 forth in the Settlement Stipulation and Addendum.

24           22.     The Court further approves and directs Dahl Administration, Inc., the appointed  
25 Claims Administrator, to disburse to those persons and entities referenced below, in the manner set  
26 forth, the following sums:

27           A.     Settlement Class Members, by check, his or her Settlement Class Member Payment as  
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calculated by the Claims Administrator pursuant to Paragraph 92 of the Settlement Stipulation, as modified by the Addendum, within ten (10) business days of the Effective Date, as defined in Paragraphs 70-74 of the Settlement Stipulation;

B. Named Plaintiffs, the sums of \$5,000 each by check within fifteen (15) business days of the Effective Date, in addition to any Settlement Class Member Payment to which each of them is entitled;

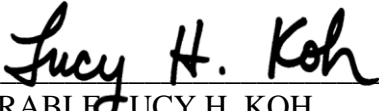
C. Altshuler Berzon LLP and McGuinn, Hillsman & Palefsky, jointly, by wire transfer, the total amount of \$587,500, for their attorneys' fees and \$6,280.97 for their litigation expenses, within fifteen (15) business days of the Effective Date;

D. As set forth in Paragraph 100, any Residual Amount from Settlement Class Members' uncashed checks, will escheat to the State of that Settlement Class Member's residence.

23. The above-captioned action is hereby dismissed with prejudice. The Clerk shall close the file.

**IT IS SO ORDERED**

DATED: February 19, 2015

  
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HONORABLE LUCY H. KOH  
UNITED STATES DISTRICT COURT