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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

AHMAD ZUBAIR HUSSAINI, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

INTEGRATED RESOURCES, INC., a
California Corporation; SIEMENS
MOBILITY, INC., a Delaware Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2021-00297152

*Assigned for All Purposes to Hon. Jill H. Talley,
Department 27*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 24, 2023
Time: 9:00 a.m.
Dept.: 27
Judge: Hon. Jill H. Talley

Filed: March 23, 2021
FAC Filed: May 12, 2021
Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on March 24, 2023, at 9:00 a.m., in Department 27 before the
4 Honorable Jill H. Talley, presiding. Named Plaintiff Ahmad Zubair Hussaini (“Plaintiff”) filed this
5 putative class action on March 23, 2021. The operative Complaint alleges that Defendants Integrated
6 Resources, Inc., and Siemens Mobility, Inc. (“Defendants”) violated California law by 1) failing to pay
7 overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to
8 provide rest periods, 5) failing to provide accurate wage statements, 6) failing to timely pay all final
9 wages, 7) failing to reimburse employees for incurred expenses, and 8) by engaging in unfair
10 competition. Plaintiff has also alleged Defendants are liable for a civil penalties under the Private
11 Attorneys General Act (“PAGA”) based on these violations. Plaintiff sought attorneys’ fees and costs
12 as part of this Action. Defendants denied all of Plaintiff’s claims and denied that this case was
13 appropriate for class treatment. No class has been certified. The class settlement was preliminarily
14 approved by this Court on November 4, 2022.

15 The parties have agreed to settle the class and PAGA claims. Defendants will provide
16 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
17 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
18 Release (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as
19 set forth in the Agreement. The Court, having received and considered Plaintiff’s Motion for Final
20 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the
21 proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES
22 DETERMINATIONS AS FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt employees who have been, or continue to be, employed in
28 California by Integrated Resources, Inc., at any time between March 23,
2017, up to October 21, 2022.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement. This definition of Class Members shall not include the three (3) individuals who opted out
4 of the class settlement identified in the Declaration of Cassandra Polites. These individuals shall not be
5 bound by the Agreement except for the releases and covenants regarding the PAGA claims as they are
6 still Aggrieved Employees under the Agreement and there is no ability to opt out of a PAGA settlement.

7 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
8 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
9 records, individuals who fall within the definition and the number of Class Members would make
10 joinder impractical. The commonality and predominance requirements are met for settlement purposes
11 since there are questions of law and fact common to Class Members. The common questions of law or
12 fact in this case all stem from Plaintiff's contentions that Defendants caused the violations outlined
13 above by 1) failing to properly record and pay for all hours worked due to rounding and requiring off-
14 the-clock work, 2) failing to authorize and permit timely meal periods and/or a second meal period and
15 third rest period, 3) failing to reimburse for use of cell phone required to track employees time, 4) failing
16 to reimburse travel expenses required as part of the employees position, and 5) failing to pay daily
17 overtime. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
18 also derive from these violations. Additionally, Class Members seek the same remedies under state
19 law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class
20 Representative is based on the same facts and legal theories as those applicable to the class members.

21 The Court also finds that certifying the settlement class is required to avoid each Class Member
22 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
23 Members with relatively small individual claims and conserve the resources of the judicial system.

24 The Court finds that Plaintiff Ahmad Zubair Hussaini and Plaintiff's counsel, Galen T. Shimoda
25 and Justin P. Rodriguez of Shimoda & Rodriguez Law, PC, to be adequate representatives of the
26 settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

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II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and only three (3) Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$395,000 Gross Settlement Amount.

The Court approves of the Ten Thousand Dollars (\$10,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any portion of the Net Settlement Amount issued to Qualified Class Members and/or Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason. However,

any monies Defendants deposited in the QSF that were necessary to satisfy Defendants' respective tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on the unclaimed funds will be refunded to Defendants in accordance with their proportional responsibility for those amounts and will not be a part of the *cy pres* distribution.

The releases and waivers for Class Members who did not opt out of being bound by the Agreement (*i.e.* Qualified Class Members), Aggrieved Employees, and the Class Representative are also approved by the Court as set forth in the Agreement.

Class Counsel sought an award of attorneys' fees of \$138,250.00, attorney's costs of \$10,541.24, an Enhancement Payment to the Class Representative in the amount of \$15,000, and for Settlement Administrator Costs in the amount of \$12,500.00. Defendant does not oppose these requests. The Notice of Settlement sent to Class Members included information regarding these amounts and that they would be requested in connection with final approval of the Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of time expended in the litigation for the benefit of Class Members. The Court finds that the rates requested and hours expended are reasonable. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the information provided by the Class Representative regarding the efforts and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees and costs, the Enhancement Payment, and the Settlement Administrator Costs are fair and reasonable, and awarded as requested and deducted from the gross settlement amount. This finding is further supported by the lack of objection by Class Members to these amounts. The difference between the actual attorneys' costs and Settlement Administrator Costs awarded and the originally allocated \$15,000 for attorneys costs and \$20,000 for Settlement Administrator Costs will be added to the Net Settlement Amount pursuant to the terms of the Agreement.

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1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

3 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
4 Exhibit A to the Declaration of Cassandra Polites, fairly and adequately advised Class Members of the
5 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
6 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
7 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
8 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
9 proposed distribution of such notice by first class mail to each identified Class Member at his or her
10 most recent address based on a National Change of Address database search from the Class Members'
11 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
12 as "undeliverable" or "not at this address" comported with all constitutional requirements, including
13 those of due process.

14 **IV. IMPLEMENTATION SCHEDULE**

15 Accordingly, with good cause shown, the Court hereby approves and orders that the following
16 implementation schedule be adhered to:

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Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Qualified Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement

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Last day for Qualified Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Qualified Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

FINAL APPROVAL AND HEARING

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

IT IS SO ORDERED.

Date: _____

By: _____
Judge of the Superior Court