

04/04/2025

Clad Files, Executive Officer / Clerk of the Court

By: *A. Scoggins* Deputy  
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Attorneys for Plaintiff Muhsin Haniff, individually,  
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MUHSIN HANIFF, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

MYCOWORKS, INC.; and DOES 1  
through 20, inclusive,

Defendants.

Case No. 23CV028711

*Assigned for all purposes to:*

*Hon. Peter Borkon*

*Dept. 15*

**REVISED [~~PROPOSED~~] ORDER AND  
JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Date: April 3, 2025

Time: 2:30 p.m.

Dept: 15

1 This matter came on for hearing on April 3, 2025 at 2:30 p.m., or as soon thereafter as  
2 the matter may be heard in Department 15 of the above-captioned Court on the unopposed  
3 Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769,  
4 this Court's Order Granting Preliminary Approval filed October 31, 2024 and the CLASS  
5 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE ("Settlement  
6 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for  
7 Preliminary Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by  
9 the Parties, and the evidence and argument received by the Court in conjunction with the  
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard August 22 and  
11 October 31, 2024 and the instant Motion for Final Approval, the Court grants final approval of  
12 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING  
13 DETERMINATIONS:

14 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
15 each Class Member by first-class mail. These papers informed the Class of the terms of the  
16 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on  
17 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own  
18 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and  
19 to be heard regarding approval of the Settlement. Adequate periods of time were provided by  
20 each of these procedures. No member of the Class filed written objection to the proposed  
21 Settlement as part of this notice process or stated an intention to appear at the final approval  
22 hearing.

23 2. The Court finds and determines that this notice procedure afforded adequate  
24 protections to Class Members and provides the basis for the Court to make an informed decision  
25 regarding approval of the Settlement based on the responses of the Class. The Court finds and  
26 determines that the notice provided in this case was the best notice practicable, which satisfied  
27 the requirements of law and due process.

1           3.       With respect to the Class and for purposes of approving this Settlement only, this  
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous  
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the  
4 Class, and there is a well-defined community of interest among members of the Class with respect  
5 to the subject matter of the Action; (c) the claims of Class Representative Muhsin Haniff are  
6 typical of the claims of the members of the Class; (d) the Class Representative has fairly and  
7 adequately protected the interests of the members of the Class; (e) a class action is superior to  
8 other available methods for an efficient adjudication of this controversy; and (f) the counsel of  
9 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for  
10 Plaintiff in their individual and representative capacities for the Class.

11           4.       The Court has certified a Class, as that term is defined in and by the terms of the  
12 Settlement Agreement as all current and former nonexempt employees employed by Defendant  
13 in California at any time between March 2, 2019 and February 6, 2024, and the Court deems this  
14 definition sufficient for purposes of California Rule of Court 3.765(a).

15           5.       The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16           6.       The Court hereby confirms Plaintiff Muhsin Haniff as the Class Representative in  
17 this Action.

18           7.       The Court finds and determines that the terms set forth in the Settlement  
19 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
20 according to its terms, having found that the Settlement was reached as a result of informed and  
21 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds  
22 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
23 were able to reasonably evaluate their respective positions. The Court also finds that the  
24 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,  
25 as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
26 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant  
27 value accorded to the Class.

1           8.       The Court further finds and determines that the terms of the Settlement are fair,  
2 reasonable and adequate to the Class and to each Participating Class Member and that the  
3 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should  
4 be and hereby are ordered to be consummated.

5           9.       The Court hereby approves the Gross Settlement Amount of \$352,000.00.

6           10.      The Court finds and determines that the Individual Settlement Payments to be paid  
7 to Participating Class Members as provided for by the Settlement are fair and reasonable. The  
8 Court hereby gives final approval to and orders the payment of those amounts be made to the  
9 Participating Class Members in accordance with the Settlement Agreement.

10          11.      The Court finds and determines that payment to the California Labor and  
11 Workforce Development Agency of \$15,000 as its share of the settlement of civil penalties in this  
12 case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that  
13 the payment of that amount be paid in accordance with the Settlement Agreement.

14          12.      The Court finds and determines that the fees and expenses in administrating the  
15 Settlement incurred by Apex Class Action Administration in the amount of \$5,500.00, are fair  
16 and reasonable. The Court hereby gives final approval to and orders that the payment of that  
17 amount in accordance with the Settlement.

18          13.      The Court finds and determines the Class Representative Enhancement Award  
19 of \$10,000.00 to the Named Plaintiff Muhsin Haniff is fair and reasonable. The Court hereby  
20 orders the Administrator to make this payment to the Plaintiff/Class Representative in  
21 accordance with the terms of the Settlement Agreement.

22          14.      Pursuant to the terms of the Settlement, and the authorities, evidence and  
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
24 in the sum of \$117,333.33 and litigation costs of \$19,318.45. The Court finds such amounts to  
25 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payments  
26 to Class Counsel for attorneys' fees in the amount of \$100,000.00 and litigation costs of  
27 \$19,318.45, in accordance with the terms of the Settlement Agreement. The Court requires that  
28

1 \$17,333.33 of the attorneys' fee award be kept in the Settlement Administrator's trust fund until  
2 the completion of the distribution process and the compliance hearing.

3 15. Without affecting the finality of this order or the entry of judgment in any way,  
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 16. Neither Defendant nor any related persons or entities shall have any further  
7 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
8 except as provided for by the Settlement Agreement.

9 17. Neither the making of the Settlement Agreement nor the entry into the Settlement  
10 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of  
11 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
14 be construed as an admission or concession by or against Defendant or any related person or  
15 entity.

16 18. Upon completion of administration of the Settlement, the Settlement  
17 Administrator will provide written certification of such completion to the Court and counsel for  
18 the Parties which shall be filed with the Court five (5) court days before the compliance hearing  
19 set for **December 4, 2025 at 2:30 p.m.**, in Dept. 15.

20 19. Nothing in this order shall preclude any action to enforce the Parties' obligations  
21 under the Settlement or under this order, including the requirement that Defendants make  
22 payment to the Participating Class Members in accordance with the Settlement.

23 20. This Judgment is intended to be a final disposition in its entirety of the above  
24 captioned action. Without affecting the finality of this judgment in any way, the Court retains  
25 jurisdiction of all matters relating to the interpretation, administration, implementation,  
26 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

27 //

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1           21.     The Parties will bear their own costs and attorneys' fees except as otherwise  
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and  
3 litigation costs.

4  
5 DATED: 04/04/2025

  
\_\_\_\_\_  
Honorable Peter Borkon  
JUDGE OF THE SUPERIOR COURT  
**Peter Borkon / Judge**

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over  
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and  
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On April 3, 2025, I served the foregoing document(s) entitled:

- 5 • **REVISED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL**  
6 **APPROVAL OF CLASS ACTION SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐  
8 the original ☒ a true copy thereof on the party(ies) addressed below as  
follows:

9 Piers, Sean  
10 Vartabedian, Pamela  
11 Doctor, Jennifer  
12 **SEYFARTH SHAW LLP**  
13 560 Mission Street Suite 3100  
14 San Francisco, California 94105-2930  
15 Direct: 415-544-1085  
16 Mobile: 213-842-3684  
17 [spiers@seyfarth.com](mailto:spiers@seyfarth.com)  
18 [pvartabedian@seyfarth.com](mailto:pvartabedian@seyfarth.com)  
19 [jdoctor@seyfarth.com](mailto:jdoctor@seyfarth.com)  
20 [jmelendez@seyfarth.com](mailto:jmelendez@seyfarth.com)

21 *Attorneys for Defendants:*  
22 MYCOWORKS, INC.

23 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing  
24 correspondence for mailing. Under that practice it would be deposited with the U.S.  
25 Postal Service on that same day with postage thereon fully prepaid at Irvine, California  
26 in the ordinary course of business. I am aware that on motion of the party served, service  
27 is presumed invalid if postage cancellation date or postage meter date is more than one  
28 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*  
*R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business  
practice of Aegis Law Firm PC for collection and processing correspondence for  
overnight delivery, and I caused such document(s) described herein to be deposited for  
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*  
*Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via  
electronic transmission via the above listed email addresses on the date below. (*Cal.*  
*Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

///  
///  
///

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 3, 2025, at Irvine, California.

Laila Shams  
Laila Shams