

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Alan A. Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

TAMIM HAKIMZADA, individually, on behalf
of all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

MY WIRELESS NCC, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV441948

*[Assigned to Hon. Theodore C. Zayner, Dept.
19]*

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: July 1, 2026

Time: 1:30 p.m.

Dept: 19

Complaint filed: June 27, 2024

FAC filed: April 9, 2025

Trial date: Not set

1 The Court has before it Plaintiff Tamim Hakimzada's ("Plaintiff" or "Class
2 Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion"),
3 on behalf of the putative class members who worked in California as hourly non-exempt
4 employees for Defendant (each a "Class Member" and collectively the "Class") between June
5 27, 2020, and March 12, 2025, (the "Class Period"). Having reviewed the Motion along with
6 the accompanying papers, the Class Action and PAGA Settlement Agreement (which is referred
7 to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court
8 hereby finds and orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
11 approval. The Court grants preliminary approval of the Settlement and the Class based upon the
12 terms set forth in the Settlement Agreement between Plaintiff and Defendant My Wireless NCC,
13 Inc. ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy of the
14 Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in Support of
15 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the final approval hearing and final approval
19 by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$230,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
21 Members (defined below) who do not validly opt out; (b) a \$15,000.00 payment related to claims
22 for penalties under the Private Attorneys General Act ("PAGA"), with 75% of which
23 (\$11,250.00) being paid to the LWDA (the "LWDA Payment") and 25% (\$3,750.00) being paid
24 to eligible "Aggrieved Employees" (as defined in the Settlement Agreement); (c) a Class
25 Representative service payments of up to \$10,000.00 for Plaintiff (the "Class Representative
26 Service Award"); (d) Class Counsel's attorneys' fees not to exceed one-third of the Gross
27 Settlement Amount (\$76,666.66) (the "Class Counsel Fees Payment"), and actual costs up to
28 \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel

Litigation Expenses Payment”); and (e) a payment to Apex Class Action Administration (the “Settlement Administrator”) of up to \$5,490.00 (the “Administrator Costs Payment”).

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees and Class Counsel Costs, the LWDA Payment, the Administrator Costs Payment, and the Class Representative Service Award should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

5. For settlement purposes, the Court provisionally certifies the Class.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Tamim Hakimzada. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Award.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, Alan A. Wilcox, Conor Gomez, and Lucy Nguyen of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action Administration as the Settlement Administrator with the Administration Costs estimated not to exceed \$5,490.00.

10. The Court approves, as to form and content the class notice, attached to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 7 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and	16 court days before hearing on Motion for Final Approval

Service Award to Plaintiffs	
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 19. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. Theodore C. Zayner
Santa Clara County Superior Court