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13 Attorneys for Defendant  
 14 UNISYS CORPORATION

15 UNITED STATES DISTRICT COURT  
 16 NORTHERN DISTRICT OF CALIFORNIA

17 FADI SABA, on behalf of himself and all  
 18 others similarly situated,

19 Plaintiff,

20 v.

21 UNISYS CORPORATION, a Delaware  
 22 corporation, and DOES 1 through 50,

23 Defendants.

Case No. CV 12 2578 JSW

**JOINT STIPULATION OF DISMISSAL  
 AND ~~PROPOSED~~ ORDER**

**FRCP Rule 41(a)(1)(A)(ii)**

1 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Fadi Saba  
2 (“Plaintiff” or “Saba”) and Defendant Unisys Corporation (“Defendant” or “Unisys”) submit this  
3 Joint Stipulation of Dismissal and [Proposed] Order.  
4

5 WHEREAS, Saba is and was employed by Defendant Unisys.

6 WHEREAS, on April 19, 2012, Saba filed an alleged putative class and representative  
7 action complaint against Defendant. Saba asserted claims against Unisys for alleged failure to  
8 reimburse business expenses under Labor Code 2802 and violation of California Business &  
9 Professions Code §§ 17200, *et seq.* In addition to his individual claims, Saba sought to maintain  
10 such claims on a class action and representative action basis, including the pursuit of penalties  
11 under Labor Code §§ 2698, *et seq.* (the Private Attorneys General Act or “PAGA”). Saba also  
12 sought to recover attorneys’ fees and costs in the civil action.

13 WHEREAS, the Parties have executed a written Settlement Agreement, pursuant to which  
14 Saba has agreed to release and waive any and all claims existing against Unisys through the date  
15 of execution of such Settlement Agreement and to dismiss this entire civil lawsuit, with prejudice  
16 as to his individual claims and without prejudice as to the alleged class action claims.

17 WHEREAS, Saba has not moved for class certification, a class has not been certified by  
18 the Court, the Settlement Agreement binds only the individual plaintiff Saba, and the Settlement  
19 Agreement does not resolve the claims, issues, or defenses of a certified class. Under Rule 23(e)  
20 of the Federal Rules of Civil Procedure, where a class has not been certified, Court approval is  
21 not required for dismissal. Fed. R. Civ. P. 23(e) (court approval only required for dismissal of  
22 “the claims, issues, or defenses of a *certified* class”) (emphasis added); *see also Advisory*  
23 *Committee Notes on 2003 Amendments to Rule 23, Subdivision (e), Paragraph (1)* (“The new rule  
24 requires [court] approval only if the claims, issues or defenses of a *certified* class are resolved by .  
25 . . . voluntary dismissal.”) (emphasis added).

26 For the reasons set forth above and pursuant to the Federal Rules of Civil Procedure, Rule  
27 41(a)(1)(A)(ii), the Parties hereby jointly Stipulate to the dismissal with prejudice of Saba’s  
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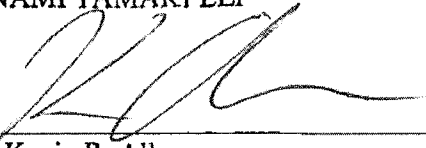
individual claims and the dismissal without prejudice of the alleged class action claims and request that the Court terminate all proceedings in this action.

The Parties shall bear their own costs and fees associated with this action and the dismissal.

IT IS SO STIPULATED.


*January 7, 2013*  
~~December 15, 2012~~

MINAMI TAMAKI LLP

By:   
Kevin R. Allen  
Attorneys for Plaintiff  
FADI SABA

*January 14, 2013*  
~~December 15, 2012~~

MORGAN, LEWIS & BOCKIUS LLP  
ERIC MECKLEY  
ALISON B. WILLARD

By:   
Eric Meckley  
Attorneys for Defendant  
UNISYS CORPORATION

**PURSUANT TO THE PARTIES' STIPULATION, IT IS SO ORDERED**

This action is dismissed in its entirety pursuant to Rule 41(a)(1)(A)(ii). Plaintiff Saba's individual claims are dismissed with prejudice, and the claims of the putative class members are dismissed without prejudice. Saba has not moved for class certification, a class has not been certified by the Court, the Settlement Agreement binds only the individual plaintiff Saba, and the Settlement Agreement does not resolve the claims, issues, or defenses of a certified class. Under Rule 23(e) of the Federal Rules of Civil Procedure, where a class has not been certified, Court approval is not required for dismissal. Fed. R. Civ. P. 23(e); *see also Advisory Committee Notes*

1 on 2003 Amendments to Rule 23, Subdivision (e), Paragraph (1). The Court hereby terminates all  
2 proceedings in this action. The Parties shall bear their own costs and fees associated with this  
3 action and the dismissal.  
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5 Dated: January 15, 2013  
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7 Jeffrey S. White  
8 United States District Judge

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