

1 MINAMI TAMAKI LLP  
2 JACK W. LEE, State Bar No.71626  
3 360 Post Street, 8th Floor  
4 San Francisco, California 94108  
5 Telephone: 415.788.9000  
6 Facsimile: 415.398.3887  
7 Email: [JLee@MinamiTamaki.com](mailto:JLee@MinamiTamaki.com)

8 Attorneys for Plaintiff  
9 FADI SABA

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12  
13 FADI SABA, on behalf of himself and all  
14 others similarly situated,

15 Plaintiff,

16 v.

17 UNISYS CORPORATION, a Delaware  
18 corporation, and DOES 1 through 50,

19 Defendants.

Case No. CV 12 2578 JSW

**MOTION TO WITHDRAW AS  
PLAINTIFF'S COUNSEL AND  
~~PROPOSED~~ ORDER**

Court: Courtroom 11, 19th Floor  
Judge: Hon. Jeffrey S. White

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25 Pursuant to Northern District of California Civil Local Rule 5-1(c)(2) and 11-5, Plaintiff's  
26 counsel respectfully moves to withdraw immediately from this case. This case was dismissed on  
27 January 15, 2013 as the parties executed a written Settlement Agreement. Attached hereto as  
28 Exhibit A is a copy of the Joint Stipulation of Dismissal and Order. Our firm no longer represents

1 Fadi Saba and is not aware of any pending issues in this case. Minami Tamaki LLP moves to  
2 withdraw from this case.

3 Dated: August 5, 2016


Respectfully submitted,

4 **MINAMI TAMAKI LLP**

5  
6 By: /s/ Jack W. Lee  
7 JACK W. LEE  
8 Attorneys for Plaintiff  
FADI SABA

9 **IT IS SO ORDERED:**

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11 Dated: August 8, 2016

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13 JEFFREY S. WHITE  
14 United States District Judge  
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# EXHIBIT A

1 MINAMI TAMAKI LLP  
JACK W. LEE, State Bar No. 71626  
2 KEVIN R. ALLEN, State Bar No. 237994  
GLICEL E. SUMAGAYSAY, State Bar No. 263273  
3 360 Post Street, 8th Floor  
San Francisco, California 94108  
4 Telephone: 415.788.9000  
Facsimile: 415.398.3887  
5 Email: [JLee@MinamiTamaki.com](mailto:JLee@MinamiTamaki.com)  
[KAllen@MinamiTamaki.com](mailto:KAllen@MinamiTamaki.com)  
6 [GSumagaysay@MinamiTamaki.com](mailto:GSumagaysay@MinamiTamaki.com)

7 Attorneys for Plaintiff  
FADI SABA

8 MORGAN, LEWIS & BOCKIUS LLP  
9 ERIC MECKLEY, State Bar No. 168181  
ALISON B. WILLARD, State Bar No. 268672  
10 One Market, Spear Street Tower  
San Francisco, California 94105-1126  
11 Telephone: 415.442.1000  
Facsimile: 415.442.1001  
12 E-mail: [emeckley@morganlewis.com](mailto:emeckley@morganlewis.com)  
[awillard@morganlewis.com](mailto:awillard@morganlewis.com)

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  
corporation, and DOES 1 through 50,

22 Defendants.  
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Case No. CV 12 2578 JSW

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

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

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

WHEREAS, Saba is and was employed by Defendant Unisys.

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

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

WHEREAS, 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) (court approval only required for dismissal of "the claims, issues, or defenses of a *certified* class") (emphasis added); *see also Advisory Committee Notes on 2003 Amendments to Rule 23, Subdivision (e), Paragraph (1)* ("The new rule requires [court] approval only if the claims, issues or defenses of a *certified* class are resolved by . . . voluntary dismissal.") (emphasis added).

For the reasons set forth above and pursuant to the Federal Rules of Civil Procedure, Rule 41(a)(1)(A)(ii), the Parties hereby jointly Stipulate to the dismissal with prejudice of Saba's

1 individual claims and the dismissal without prejudice of the alleged class action claims and  
2 request that the Court terminate all proceedings in this action.

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

5 IT IS SO STIPULATED.

6 January 7, 2013  
7 December 1, 2012

MINAMI TAMAKI LLP

8  
9 By: 

Kevin R. Allen  
Attorneys for Plaintiff  
FADI SABA

10  
11 January 14, 2013  
12 December 1, 2012

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

13  
14  
15 By: 

Eric Meckley  
Attorneys for Defendant  
UNISYS CORPORATION

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

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

6   
7 Jeffrey S. White  
8 United States District Judge