

LARRY W. LEE, Bar No. 228175
lwlee@diversitylaw.com
KWANPORN "MAI" TULYATHAN, Bar No. 316704
ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WILLIAM L. MARDER, Bar No. 170131
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff James Sims,
the Class, and Aggrieved Employees

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JAMES SIMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

QG PRINTING II LLC, a Connecticut
limited liability company; 74 QG
PRINTING II LLC, business
organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 5:20-cv-01632-DMG-DTBx

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPROVAL OF
FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT; FINAL JUDGMENT
THEREON**

Date: April 19, 2024
Time: 10:00 A.M.
Courtroom: 8C
Judge: Hon. Dolly M. Gee

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on April 19, 2024, on Plaintiff James Sims's
3 ("Plaintiff" or "Class Representative") Motion for Final Approval of Class Action
4 Settlement and Motion for Approval of Attorneys' Fees, Costs, and Enhancement
5 Payment, based on the terms set forth in the Joint Stipulation of Class Action Settlement
6 ("Settlement Agreement") entered into between Plaintiff and Defendant QG Printing II,
7 LLC ("Defendant") (Defendant and Plaintiff collective, the "Parties"). Dkt. No. 76-1, at
8 p. 14. Due and adequate notice having been given to the members of the Class and the
9 California Labor and Workforce Development Agency ("LWDA"), and the Court having
10 considered the Settlement Agreement, all papers and proceedings held herein, and all oral
11 and written comments received regarding the proposed settlement, and having reviewed
12 the entire record in this action, *Sims v. QG Printing II, LLC*, Case No. 5:20-cv-01632-
13 DMG-KK ("the Action"), and good cause appearing, finds that:

14 WHEREAS, Plaintiff has alleged claims against Defendant on behalf of himself,
15 all similarly situated employees, and the State of California (including the LWDA);

16 WHEREAS, on June 1, 2020, Plaintiff commenced this action in Superior Court
17 for the State of California, County of Riverside, alleging claims for violation of
18 California Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, and
19 2698, *et seq.*, and Business and Professions Code § 17200, *et seq.* ("Complaint");

20 WHEREAS, on or about August 14, 2020, Defendant filed a Notice of Removal of
21 Civil Action to Federal Court;

22 WHEREAS, Defendant expressly denies the allegations of wrongdoing and
23 violations of law alleged in this Action, and denies any liability to Plaintiff, the
24 Settlement Class Members, or the State of California (including the LWDA);

25 WHEREAS, without admitting any liability, claim, or defense, the Parties
26 determined that it was mutually advantageous to settle this Action and avoid the costs,
27 delay, and uncertainty of ongoing litigation;

28 WHEREAS, this Court entered its Order granting preliminary approval of the

Parties' Class Action Settlement in this Action on December 28, 2023 ("Preliminary Approval Order");

WHEREAS, the Class Notice was sent to the Class Members in accordance with the Preliminary Approval Order; and

WHEREAS, a fairness hearing on the proposed Class Settlement having been duly held and a decision reached.

NOW, therefore, the Court grants final approval of the Class Settlement, and IT IS HEREBY ORDERED THAT:

1. All terms used herein shall have the same meaning as given them in the Settlement Agreement. The Court has jurisdiction over the subject matter of this Action, Defendant, and the Settlement Class.

2. Plaintiff's Motion for Final Approval of Settlement, and Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Enhancement Payment is hereby granted.

3. Distribution of the Class Notice directed to the Class Members as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement. The Class Notice provided adequate and appropriate notice to all persons entitled to such Class Notice and therefore fully satisfied due process requirements. All members of the Class are covered by and included within the Settlement and within this Final Approval Order and Final Judgment. No Class Members have opted out within the Response Deadline.

4. The Court hereby finds that the Settlement was entered into in good faith and has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations. The Court further finds that Plaintiff has satisfied the standards and applicable requirements for final approval of the Settlement under Rule 23 of the Federal

1 Rules of Civil Procedure and California law.

2 5. The Court hereby approves the Settlement and finds that the Settlement is, in
3 all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
4 Settlement according to its terms and provisions, and in compliance with this Final
5 Approval Order and Final Judgment.

6 6. The plan of distribution as set forth in the Settlement Agreement providing
7 for the distribution of the Net Settlement Amount to Participating Class Members and
8 PAGA Penalties to the LWDA and PAGA Employees, is hereby finally approved as
9 being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil
10 Procedure.

11 7. As previously held in the Court's Preliminary Approval Order, the Class for
12 settlement purposes is appropriate under Fed. R. Civ. P. 23 and related case law and is
13 defined as follows:

14 All current and former non-exempt press production employees
15 at the Merced and Riverside California plants who used
16 Defendant's scheduling hotline or Inside Quad for purposes of
17 checking their schedule during the period of April 6, 2016,
18 through Preliminary Approval" ("Group 1"); and

19 All other current and former non-exempt employees in California
20 (who are not part of Group 1) and who were issued wages during
21 the period of July 20, 2022, through Preliminary Approval"
22 ("Group 2") (together, "Group 1" and "Group 2" comprise the
23 "Class" or "Settlement Class").

24 8. The Court hereby confirms as Class Counsel, Larry W. Lee and Kwanporn
25 "Mai" Tulyathan of Diversity Law Group, P.C., and William L. Marder and Polaris Law
26 Group.

27 9. The Court hereby finds the monetary settlement of \$1,150,000.00 provided
28 for in the Settlement Agreement to be fair, reasonable, and adequate. The Court orders
Phoenix Settlement Administrators ("Phoenix") to distribute the Gross Settlement

1 Amount in accordance with the terms of the Settlement Agreement.

2 10. The Court approves payment of a Class Representative Enhancement Award
3 of \$10,000.00 to Plaintiff for his service to the Class. The payment authorized by this
4 paragraph shall be made in accordance with the terms of the Settlement Agreement.

5 11. The Court grants approval of the PAGA settlement and approves payment of
6 the PAGA Penalties in the amount of \$100,000.00. The Court approves that 75% (*i.e.*,
7 \$75,000.00) of the PAGA Penalties will be paid to the LWDA and 25% (*i.e.*, \$25,000.00)
8 will be distributed to the PAGA Employees in accordance with the formula set forth in
9 the Parties' Settlement Agreement (Dkt. No. 76-1, at p. 14).

10 12. Under the terms of the Settlement and the authorities, evidence, and
11 argument set forth in Class Counsel's application, the Court approves the payment of
12 attorneys' fees in the amount of \$383,333.33 to Class Counsel (equal to one-third of the
13 Gross Settlement Amount), and for costs and expenses in connection with this litigation
14 in the amount of \$30,489.22. The Court finds that Class Counsel's request is fair and
15 reasonable, and that the results achieved justify the award. The payment of fees and costs
16 to Class Counsel shall be made in accordance with the terms of the Settlement
17 Agreement.

18 13. The Court approves a payment of \$13,250.00 to the Settlement
19 Administrator out of the Gross Settlement Amount for settlement administration costs.
20 The payment authorized by this paragraph shall be made in accordance with the terms of
21 the Settlement Agreement.

22 14. Any checks for Class Member payments that are not cashed within 180 days
23 shall be transmitted to Legal Aid Association of California.

24 15. This Order, the Judgment, the Settlement Agreement, and all papers related
25 thereto, are not, and shall not be construed to be, an admission by Defendant of any
26 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any
27 such liability, claim, or wrongdoing in this Action or in any other proceeding.

28 16. Upon the Effective Date and Defendant's funding of the Gross Settlement

1 Amount, Group 1 Class Members shall release Defendant from all causes of action and
2 factual or legal theories arising during the Group 1 Class Period that were alleged in the
3 operative Complaint (or LWDA notice) or arise from facts alleged in the operative
4 Complaint (or LWDA notice), including all damages, penalties, interest and other
5 amounts recoverable under said claims, causes of action or legal theories of relief, based
6 on failure to pay wages (including overtime and minimum wages), failure to provide
7 accurate wage statements, failure to timely pay all final wages, unfair business practices,
8 alleged violations of Labor Code sections 201-204, 218.5, 226(a), 226.3, 510, 558, 1174,
9 1194, 1198, 1199, 2699, Business and Professions Code section 17200 et seq., and the
10 applicable IWC Wage Orders.

11 17. Upon the Effective Date and Defendant's funding of the Gross Settlement
12 Amount, Group 2 Class Members shall release Defendant from all causes of action and
13 factual or legal theories arising during the Group 2 Class Period for violation of Labor
14 Code sections 226(a) that were alleged in the operative Complaint (or LWDA notice) or
15 arise from facts alleged in the operative Complaint (or LWDA notice), including all
16 damages, penalties, interest and other amounts recoverable under said claims, causes of
17 action or legal theories of relief.

18 18. Upon the Effective Date and Defendant's funding of the Gross Settlement
19 Amount, PAGA Employees¹ will release Defendant from any liability for civil penalties
20 recoverable under PAGA for violations during the PAGA Period under PAGA based on
21 any factual or legal theories that were alleged in the operative complaint and the LWDA
22 notice or arise from facts alleged in the operative complaint and the LWDA notice,
23 including for the following California Labor Code sections: 201-204, 226(a), 510, 558,
24 1174, 1198, 1199, 2802, and 2699.

25 19. Upon satisfaction of all payments and obligations in the Settlement
26

27 ¹ The term "PAGA Employees" includes Class Members who worked for Defendant at
28 any time from April 6, 2019, through December 15, 2023 (the "PAGA Period").

1 Agreement, this Action is hereby dismissed with prejudice. The Court shall have and
2 retain continuing jurisdiction over the Action and over all Parties and the Settlement
3 Class to the fullest extent necessary solely to address, enforce, and effectuate the terms of
4 the Settlement and this Final Approval Order and Final Judgment as follows: (i) the
5 interpretation and enforcement of the terms of the Settlement and the Final Approval
6 Order and Final Judgment; (ii) Settlement administration matters; and (iii) such post-
7 Final Judgment matters as may be appropriate under court rules or set forth in the
8 Settlement and/or this Final Approval Order and Final Judgment. If the Settlement does
9 not become final and effective in accordance with its terms, this Final Approval Order
10 and Final Judgment and all orders entered in connection herewith, shall be vacated and
11 shall have no further force or effect.

12 **IT IS SO ORDERED AND ADJUDGED.**

13
14 Dated: _____

15 HON. DOLLY M. GEE
16 UNITED STATES DISTRICT COURT
17
18
19
20
21
22
23
24
25
26
27
28