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

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

12 Plaintiff,

13 vs.
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15 QG PRINTING II LLC, a Connecticut
16 limited liability company; 74 QG
17 PRINTING II LLC, business
organization, form unknown; and
DOES 1 through 50, inclusive,

18 Defendants.
19

Case No. CV 20-1632-DMG (DTBx)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT (ECF
No. 84); JUDGMENT**

1 The matters before the Court are Plaintiff James Sims's Motion for Final Approval
2 of Class Action Settlement [Doc. # 84] and Motion for Approval of Attorneys' Fees, Costs,
3 and Enhancement Payment [Doc. # 81]. The Motions are based on the terms set forth in
4 the Joint Stipulation of Class Action Settlement ("Settlement Agreement") entered into
5 between Plaintiff and Defendant QG Printing II, LLC. Defendant does not oppose the
6 Motions. The Court conducted a fairness hearing on April 19, 2024.

7 Due and adequate notice having been given to the members of the Class and the
8 California Labor and Workforce Development Agency ("LWDA"), and the Court having
9 considered the Settlement Agreement, all papers and proceedings held herein, and having
10 reviewed the entire record in this action, hereby **GRANTS** Plaintiff's Motions.

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

12 1. All defined terms contained herein shall have the same meaning as set forth
13 in the Settlement Agreement.

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

24 3. The Court hereby finds that the Settlement was entered into in good faith and
25 has been reached as a result of intensive, serious, and non-collusive arm's-length
26 negotiations. The Court further finds that Plaintiff has satisfied the standards and
27 applicable requirements for final approval of the Settlement under Rule 23 of the Federal
28 Rules of Civil Procedure and California law.

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

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

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

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

16
17 All other current and former non-exempt employees in California (who are
18 not part of Group 1) and who were issued wages during the period of July 20,
19 2022, through Preliminary Approval" ("Group 2") (together, "Group 1" and
20 "Group 2" comprise the "Class" or "Settlement Class").

21
22 7. The Court hereby confirms as Class Counsel, Larry W. Lee and Kwanporn
23 "Mai" Tulyathan of Diversity Law Group, P.C., and William L. Marder of Polaris Law
24 Group.

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

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

4 10. The Court grants approval of the PAGA settlement and approves payment of
5 the PAGA Penalties in the amount of \$100,000.00. The Court approves that 75% (i.e.,
6 \$75,000.00) of the PAGA Penalties will be paid to the LWDA and 25% (i.e., \$25,000.00)
7 will be distributed to the PAGA Employees in accordance with the formula set forth in the
8 Parties' Settlement Agreement. [Doc. # 76-1 at 14].

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

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

20 13. Any checks for Class Member payments that are not cashed within 180 days
21 shall be transmitted to Legal Aid Association of California.

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

26 15. Upon the Effective Date and Defendant's funding of the Gross Settlement
27 Amount, Group 1 Class Members shall release Defendant from all causes of action and
28 factual or legal theories arising during the Group 1 Class Period that were alleged in the

operative Complaint (or LWDA notice) or arise from facts alleged in the operative Complaint (or LWDA notice), including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, based on failure to pay wages (including overtime and minimum wages), failure to provide accurate wage statements, failure to timely pay all final wages, unfair business practices, alleged violations of Labor Code sections 201-204, 218.5, 226(a), 226.3, 510, 558, 1174, 1194, 1198, 1199, 2699, Business and Professions Code section 17200 *et seq.*, and the applicable IWC Wage Orders.

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

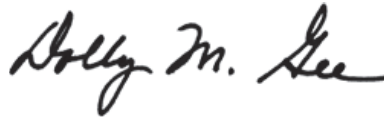
17. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, PAGA Employees will release Defendant from any liability for civil penalties recoverable under PAGA for violations during the PAGA Period based on any factual or legal theories that were alleged in the operative complaint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

18. Upon satisfaction of all payments and obligations in the Settlement Agreement, this Action will be **DISMISSED with prejudice**.

19. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, but retains exclusive and continuing jurisdiction over the Action and over all Parties and the Settlement Class to the fullest extent necessary solely to address, enforce, and effectuate the terms of the Settlement and this Final

1 Approval Order and Final Judgment as follows: (i) the interpretation and enforcement of
2 the terms of the Settlement and the Final Approval Order and Final Judgment; (ii)
3 Settlement administration matters; and (iii) such post-Final Judgment matters as may be
4 appropriate under court rules or set forth in the Settlement and/or this Final Approval Order
5 and Final Judgment.

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7 DATED: April 19, 2024



DOLLY M. GEE
CHIEF UNITED STATES DISTRICT JUDGE