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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-KK

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

Date: December 15, 2023

Time: 9:30 A.M.

Courtroom: 8C

Judge: Hon. Dolly M. Gee

1 **[PROPOSED] ORDER**

2 Plaintiff James Sims (“Plaintiff” or “Class Representative”), having made an
3 application pursuant to Fed. R. Civ. P. Rule 23(e) for entry of an order (a) preliminarily
4 approving the settlement of the litigation pursuant to the Joint Stipulation of Class Action
5 Settlement (the “Settlement Agreement”) entered into by Plaintiff and Defendant QG
6 Printing II, LLC (“Defendant”) (collectively, the “Parties”); (b) conditionally certifying
7 for settlement purposes only, a Settlement Class¹ as follows: all current and former non-
8 exempt press production employees at the Merced and Riverside California plants who
9 used Defendant’s scheduling hotline or Inside Quad for purposes of checking their
10 schedule during the period of April 6, 2016, through Preliminary Approval” (“Group 1”);
11 and all other current and former non-exempt employees in California (who are not part of
12 Group 1) and who were issued wages during the period of July 20, 2022, through
13 Preliminary Approval (“Group 2”)²; (c) approving the form of the Notice of Settlement of
14 Class Action (“Class Notice”) and directing the manner of delivery thereof; (d) approving
15 Larry W. Lee and Kwanporn “Mai” Tulyathan of Diversity Law Group, and William L.
16 Marder of Polaris Law Group, as Class Counsel and Plaintiff as Class Representative.

17 **IT IS HEREBY ORDERED THAT:**

18 1. All defined terms contained herein shall have the same meaning as set forth
19 in the Settlement Agreement executed by the Parties and filed with this Court.

20 2. The Settlement Agreement is hereby PRELIMINARILY APPROVED as
21 appearing on its face to be fair, reasonable, and adequate and to have been the product of
22 serious, informed, and extensive arm’s length negotiations among the Parties. In making
23 this preliminary finding, the Court considered the nature of the claims, the relative
24 strength of Plaintiff’s claims, the amounts paid in settlement, the allocation of settlement

25 _____
26 ¹ All capitalized terms used herein, unless otherwise defined, have the same definition
27 contained in the Joint Stipulation of Class Action Settlement.

28 ² Group 1 and Group 2 are collectively referred to herein as the “Class” or “Settlement
Class.”

proceeds among the class members, the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further preliminarily finds that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any individual class member.

3. For settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3), the Court conditionally certifies the following Settlement Class:

- a. All current and former non-exempt press production employees at the Merced and Riverside California plants who used Defendant's scheduling hotline or Inside Quad for purposes of checking their schedule during the period of April 6, 2016, through Preliminary Approval ("Group 1"); and
- b. All other current and former non-exempt employees in California (who are not part of Group 1) and who were issued wages during the period of July 20, 2022, through Preliminary Approval ("Group 2").

4. With respect to this provisionally certified class for settlement purposes, if the Settlement Agreement does not become final for any reason, the fact that the Parties were willing to stipulate to class certification as part of the Settlement Agreement shall have no bearing on, and will not be admissible in connection with, the issue of whether a class in this action should be certified in a non-settlement context. The Court's findings are for purposes of conditionally certifying a Settlement Class and will not have any claim or issue or evidentiary preclusion or estoppel effect in any other action against the Released Parties, or in this Action if the Settlement Agreement is not finally approved.

5. With respect to the provisionally certified class for settlement purposes only, the Court finds preliminarily, and for purposes of proceeding pursuant to Fed. R. Civ. P. Rule 23(e), that the number of Class Members is sufficiently numerous, the Class Members are ascertainable based on the Defendant's records, Plaintiff's claims are typical of those in the Settlement Class, and that there is adequate and fair representation.

1 6. Accordingly, for purposes of the Settlement Agreement, this Court hereby
2 CONDITIONALLY CERTIFIES the Settlement Class as defined above action pursuant
3 to Fed. R. Civ. P. 23(e).

4 7. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby APPOINTS as Class
5 Counsel for settlement purposes, Larry W. Lee and Kwanporn “Mai” Tulyathan of
6 Diversity Law Group, and William L. Marder of Polaris Law Group. The Court finds
7 that Class Counsel collectively have extensive experience and expertise in prosecuting
8 wage and hour class actions.

9 8. Plaintiff is approved as Class Representative for the Settlement Class
10 Members for settlement purposes.

11 9. The Court finds on a preliminary basis that the proposed settlement
12 described in the Settlement Agreement (including the monetary provisions, the plan of
13 allocation, the release of claims, the proposed award of attorneys’ fees and costs) falls
14 within the “range of reasonableness” and, therefore, this Court grants preliminary
15 approval of the Settlement Agreement. Based on a review of the papers submitted by the
16 Parties, the Court finds that the Settlement Agreement is the result of extensive arm’s
17 length negotiations conducted after Class Counsel had adequately investigated the claims
18 and became familiar with the strengths and weaknesses of those claims. The assistance of
19 experienced mediators in the settlement process supports the Court’s conclusion that the
20 Settlement Agreement is non-collusive.

21 10. The Court hereby APPROVES Phoenix Settlement Administrators as
22 Settlement Administrator for the purposes of this settlement.

23 11. A hearing (the “Final Approval and Fairness Hearing”) is hereby
24 SCHEDULED to be held before the Court on _____ at ____:____ am/pm, for
25 the following purposes:

- 26 a. To determine finally whether the provisionally certified class satisfies
27 the applicable prerequisites for class action treatment of a settlement
28 class;

- 1 b. To determine whether the proposed Settlement Agreement is fair,
2 reasonable, and adequate and should be granted final approval by the
3 Court;
- 4 c. To determine whether the Order of Final Approval as provided under
5 the Settlement Agreement should be entered, and to determine
6 whether the Released Parties should be released of and from the
7 Released Claims and Released PAGA Claims as provided in the
8 Settlement Agreement;
- 9 d. To determine whether the proposed plan of allocation of the Gross
10 Settlement Amount is fair and reasonable and should be approved by
11 the Court;
- 12 e. To finally determine whether Class Counsel's application for an
13 award of attorneys' fees and costs is fair, reasonable, and adequate
14 and should be approved by the Court;
- 15 f. To determine that the Settlement Administrator's costs should be paid
16 from the Gross Settlement Amount; and
- 17 g. To rule upon such other matters as the Court may deem appropriate.

18 12. The Class Notice appended to the Settlement Agreement as **Exhibit A** is
19 hereby APPROVED. Defendant shall provide the Settlement Administrator with each
20 Class Member's name, last known address, Employee Identification Number, Social
21 Security number, and data pertaining to the number of pay periods each Class Member
22 performed work for Defendant in California during the Class Period and/or PAGA
23 Period. Such information shall be provided within fourteen (14) calendar days of this
24 Court's Order Granting this Motion for Preliminary Approval. The Settlement
25 Administrator shall mail the Class Notice appended to the Settlement Agreement as
26 **Exhibit A** to each Class Member by first-class mail pursuant to the terms of the
27 Settlement Agreement.

28 13. The Court finds that the Class Notice constitutes the best notice practicable

1 under the circumstances and are in full compliance with the laws of the State of
2 California, the United States Constitution, and the requirements of due process. The
3 Court further finds that the Class Notice fully and accurately informs the Class Members
4 of all material elements of the proposed settlement, of the Class Members' right to
5 dispute their share of the settlement, of the Class Members' right to be excluded from the
6 Settlement Class, and of each Class Member's right and opportunity to object to the
7 settlement.

8 14. The Court hereby APPROVES the proposed Response Deadline of forty-
9 five (45) calendar days from the initial mailing of the Class Notice.

10 15. With respect to the provisionally certified class, the Court hereby
11 APPROVES the proposed procedure for opting out of the Settlement Class. The date of
12 the postmark on the return-mailing envelope shall be the exclusive means used to
13 determine whether a request for exclusion has been timely submitted. Any member of
14 the Settlement Class who requests exclusion from the settlement will not be entitled to
15 any share of the settlement and will not be bound by the Settlement Agreement with the
16 exception of the Released PAGA Claims (if applicable), or have any right to object,
17 appeal, or comment thereon. Members of the Settlement Class who fail to submit a valid
18 and timely request for exclusion shall be bound by all terms of the Settlement Agreement
19 and the Order and Final Judgment, regardless of whether they otherwise have requested
20 exclusion from the settlement.

21 16. All reasonable costs of settlement administration, including the mailing of
22 Class Notice, shall be paid for as provided in the Settlement Agreement.

23 17. Any Class Member who has not opted out may object to the Settlement
24 Agreement by filing a written objection with the Court, and supporting papers, if any. A
25 written objection must contain (a) the objecting person's full name, current address, and
26 signature; (b) the case name and number; (c) a statement as to whether the objection
27 applies only to the individual, to the Class, or a subset of the Class; (d) the grounds for
28 the objections; and (e) a statement indicating whether the Class Member intends to

1 appear and object to the settlement at the hearing for the Final Approval Order. The
2 objecting Class Member may include any supporting papers (including, without
3 limitation, all briefs, written evidence, and declarations). Written objections must be
4 submitted to the Court by the Response Deadline to be timely. A Class Member who
5 does not submit an objection in the manner and by the deadline specified above will be
6 deemed to have waived all objections and will be foreclosed from making any objections
7 to the settlement, whether by appeal or otherwise. Any Class Member who files an
8 objection remains eligible to receive monetary compensation from the settlement. The
9 Parties shall not be responsible for any fees, costs, or expenses incurred by any Class
10 Member and/or his or her counsel related to any objections to the settlement and/or
11 appeals arising therefrom.

12 18. It is further ordered that pending further order of this Court, all proceedings
13 in this matter except those contemplated herein and as part of the settlement are stayed.

14 19. All Parties are otherwise ordered to comply with the terms of the Settlement
15 Agreement.

16 20. Jurisdiction is hereby retained over this Litigation and the Parties to the
17 Litigation, and each of the Class Members for all matters relating to this Litigation, the
18 Settlement Agreement, including (without limitation) all matters relating to the
19 administration, interpretation, effectuation, and/or enforcement of the Settlement
20 Agreement and this Order.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 HON. DOLLY M. GEE
25 UNITED STATES DISTRICT COURT
26
27
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