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Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiffs, MARIANO CANIZAL-TAPIA and ELIZABETH MADRIZ AGUILAR, as individuals and on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

MARIANO CANIZAL-TAPIA, as an individual and on behalf of all similarly situated employees,

Plaintiff,

v.

QSI LLC and QSI OF CALIFORNIA, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. 22CV-02486
Consolidated with No. 22CV-03325

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Assigned to for all purposes:
Hon. Brian McCabe, Courtroom 8

Date: September 25, 2024
Time: 8:15 a.m.
Courtroom: 8
Court: Old Merced Courthouse
627 W. 21st Street
Merced, CA 95340

Complaint Filed: August 4, 2022
Trial Date: None Yet Set

~~PROPOSED~~ ORDER

The Court has reviewed Plaintiffs MARIANO CANIZAL-TAPIA and ELIZABETH MADRIZ AGUILAR ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release ("Settlement Agreement"), attached to the Declaration of John A. Young contemporaneously filed herewith. Under the terms of the Settlement Agreement, Plaintiffs, individually and on behalf of the class they seek to represent, have agreed to settle Plaintiffs claims against Defendants QSI LLC and QSI OF CALIFORNIA, LLC ("Defendants"). The Court, having also considered the memorandum of points and authorities in support of the Motion, and for good cause appearing, now FINDS and ORDERS as follows:

1. Pursuant to the Settlement Agreement, the Settlement Class is defined as: all non-exempt, hourly paid employees currently and formerly employed by Defendants in the state of California from January 1, 2021 through August 12, 2024 ("Class Members" or "Settlement Class"). The Court hereby approves the class definition.

2. The proposed Settlement Class satisfied the requirements of a class because the Class Members are readily ascertainable and a well-defined community of interests exists in the questions of law and fact affecting the Parties. The Court provisionally certifies the Settlement Class for purposes of the Settlement Agreement.

3. The Settlement Agreement falls within the "range of reasonableness" and therefore the Court grants preliminary approval of the Settlement Agreement. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement Agreement is the result of arm's length negotiations conducted after class counsel thoroughly reviewed and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. The Parties are ordered to carry out the Settlement Agreement according to its terms.

4. The Court finds and concludes that the proposed Notice, and the procedures set forth in the Settlement Agreement for providing notice to Class Members, will provide the sufficient notice, will satisfy all notice requirements, and will adequately advise Class Members of their rights under the Settlement Agreement. Therefore, the Notice and its opt-out procedure

1 meets the requirements of due process. The Notice fairly, plainly, accurately, and reasonably
2 informs Class Members of: (1) appropriate information about the nature of this action, the
3 definition of the Settlement Class, the identity of class counsel, and the essential terms of the
4 Settlement Agreement; (2) appropriate information about Plaintiffs' and Plaintiffs' counsel's
5 forthcoming applications for the enhancement award to the class representatives and attorney's
6 fees and costs to class counsel; (3) appropriate information about how the proceeds of the
7 Settlement Agreement will be distributed, and about Class Members' right to appear through
8 counsel if they desire; (4) appropriate information about how to object to the Settlement
9 Agreement or submit a request to be excluded from the Settlement if a Class Member wishes to
10 do so; and (5) appropriate instructions as to how to obtain additional information regarding the
11 action and the Settlement Agreement.

12 5. The proposed plan for mailing the Notice is an appropriate method, reasonably
13 designed to reach all individuals who would be bound by the Settlement Agreement. If Notices
14 are returned because of an incorrect address, the Settlement Administrator shall use reasonable
15 practices to obtain more current information for Class Members. If new address information is
16 obtained by return mail, the Settlement Administrator shall promptly forward the Notice to the
17 addressee via first class U.S. mail. On all such re-mails, the Settlement Administrator shall
18 indicate on the Notice the date it was re-mailed, and notify counsel for Defendants and Plaintiffs
19 of the date of each re-mailing.

20 6. Class Members, including both current and former employees of Defendants are
21 not required to take any action to receive their individual settlement payment, which will be based
22 on the number of weeks worked for Defendants during the Class Period (January 1, 2021 through
23 August 12, 2024).

24 7. The manner of distribution of the Notice is approved.

25 8. Plaintiffs are appointed class representatives for the Settlement Class for purposes
26 of the Settlement Agreement.

27 9. Kevin Mahoney and John Young of Mahoney Law Group, APC are appointed
28 class counsel for purposes of the Settlement Agreement.

1 10. The Court appoints Phoenix Settlement Administrators as the Settlement
2 Administrator. Promptly following the entry of this Order, the Settlement Administrator shall
3 prepare final versions of the Notice, incorporating into them the relevant dates and deadlines set
4 forth in this Order.

5 11. On or before _____ (10 calendar days after the entry of this
6 Order), Defendants shall provide the Settlement Administrator with the following information,
7 that is within this Defendants' possession, for each Class Member ("Class Information"): each
8 Class Member's full name; last known address; last known home telephone number; social
9 security number; all start and end dates of employment during the class period, and the total
10 number of weeks each Class Member worked for Defendants during the Class Period. The Class
11 Information shall be based on Defendants' payroll and other business records and in a format
12 readily accessible to the Settlement Administrator. The Class Information shall remain
13 confidential and may be disclosed only for the purposes of carrying out the terms of the Settlement
14 Agreement, including the taxing of any portion of the funds distributed under the Settlement
15 Agreement.

16 12. The Settlement Administrator shall be authorized to use any reasonable practices
17 to locate Class Members in order to provide them with the Notice and/or settlement payments.
18 Neither class counsel nor the Settlement Administrator may use the Class Information for any
19 purpose other than to administer the Settlement Agreement, as provided in the Settlement
20 Agreement.

21 13. The Court hereby preliminarily approves the Settlement Agreement, the total
22 Gross Settlement Amount in the amount of nine hundred ten thousand dollars (\$910,000.00), and
23 the allocations of the following amounts from the Gross Settlement Amount, (a) ten thousand
24 dollars (\$10,000.00) to each Plaintiff for their services to Class Members; (b) payment to the
25 Settlement Administrator for the costs of administration of the Settlement, which are expected
26 not to exceed seventeen thousand dollars (\$17,000.00); (c) forty thousand dollars (\$40,000.00)
27 for penalties pursuant to the Private Attorney General Act, California Labor Code sections 2698,
28 *et seq.*, of which seventy-five percent (75%), thirty thousand dollars (\$30,000.00) shall be paid to

1 the Labor and Workforce Development Agency and twenty-five percent (25%), ten thousand
2 dollars (\$10,000.00) shall be paid to PAGA Members that worked during the PAGA Period
3 (August 6, 2021 through August 12, 2024); and (d) a total of up to one-third of the Gross
4 Settlement Amount, estimated to be three hundred three thousand three hundred thirty-three
5 dollars and thirty-three cents (\$303,333.33) to Class Counsel for attorneys' fees and a total of up
6 to seventeen thousand dollars (\$17,000.00) for reimbursement of Class Counsel's actual litigation
7 costs and expenses incurred. The Court further hereby preliminarily approves the Net Settlement
8 Amount and the formulas provided in the Settlement regarding the Individual Settlement
9 Payments.

10 14. On or before _____ (10 days after the Settlement
11 Administrator receives the Class Information from Defendants), the Settlement Administrator
12 shall mail the Notice to all Class Members by first class U.S. mail, using the most current mailing
13 addresses as provided by Defendants or obtained from a search on the National Change of
14 Address database. Any Notice returned to the Settlement Administrator as non-delivered on or
15 before the response deadline shall be re-mailed to the forwarding address affixed thereto. If a
16 forwarding address is not affixed, the Settlement Administrator shall perform a skip trace to
17 identify an updated mailing address.

18 15. Class Members who do not submit a timely request for exclusion will be bound by
19 the Settlement Agreement and will be sent individual settlement payments.

20 16. Each Notice shall include the number of weeks the respective Class Member
21 worked as a non-exempt employee for Defendants during the Class Period. To the extent a Class
22 Member disputes the information listed on his or her Notice, the Class Member may submit
23 documentation and/or explanation to the Settlement Administrator showing the number of weeks
24 the Class Member contends to have worked for Defendants during the Class Period. The
25 Settlement Administrator shall determine the eligibility for, and the amounts of, any individual
26 settlement payment under the terms of the Settlement Agreement. The Settlement Administrator's
27 determination of the eligibility for and amount of any individual settlement payment shall be
28 binding on the Class Members and the Parties.

1 17. All written objections to the Settlement Agreement must be sent to the Settlement
2 Administrator within forty-five (45) days after the initial mailing of the Notice by the Settlement
3 Administrator. All requests for exclusions must be sent to the Settlement Administrator within
4 forty-five (45) days after the initial mailing of the Notice by the Settlement Administrator. In the
5 event Notice is re-mailed to certain class members by the Settlement Administrator, those Class
6 Members shall have fourteen (14) calendar days thereafter or until the response deadline has
7 expired, whichever is later, to mail the request for exclusion or notice of objection. Only Class
8 Members who have not opted out of the Settlement Agreement may submit written objections or
9 make oral objections at the hearing for final approval.

10 18. On January 23, 2025 (or a date more convenient for the
11 Court _____,) at ____ a.m./p.m. the Court will hold a final approval hearing
12 to determine: (1) whether the Settlement Agreement is fair, reasonable, adequate, and should be
13 finally approved by the Court; (2) the amount of attorney's fees and costs to award to class
14 counsel; (3) the amount of enhancement awards to awards to Plaintiffs; and (4) the amount of the
15 settlement administration costs to award to the Settlement Administrator. If the Settlement
16 Agreement is finally approved by the Court, judgment will be entered, and Defendants will
17 receive a release of claims as set forth in the Settlement Agreement.

18 19. Briefs in support of final approval of the Settlement Agreement shall be filed on
19 or before _____ (or 16 Court Days Prior to the Final Approval Hearing).

20 20. The Court reserves the right to continue the date of the hearing for final approval
21 without further notice to Class Members. However, such notice shall be posted on the website
22 maintained by the Settlement Administrator for the purpose of implementing the Settlement
23 Agreement. The Court retains jurisdiction to consider all further applications arising out of or in
24 connection with the Settlement Agreement.

25 21. In the event the Settlement Agreement is not finally approved, or otherwise does
26 not become effective, this Order shall be rendered null and void and shall be vacated, and the
27 Parties shall revert to their respective positions as of before entering into the Settlement
28 Agreement.

1 IT IS SO ORDERED

2
3
4 DATED: 9/25/24

M. V. McCabe
THE HONORABLE BRIAN MCCABE
JUDGE OF THE SUPERIOR COURT,
COUNTY OF MERCED

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **August 30, 2024**, I served [X] true copies [] originals of the following document(s): **~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. I served the document(s) on the person(s) below as follows:

Shaun J. Voigt, Esq. Chris Chaplin, Esq. FISHER & PHILLIPS LLP 444 S. Flower Street, Suite 1500 Los Angeles, CA 90071	Attorneys for Defendant QSI LLC and QSI of CALIFORNIA LLC Telephone: (213) 330-4486 Facsimile: (213) 330-4501 Email: svoigt@fisherphillips.com cmedina@fisherphillips.com astark@fisherphillips.com kpgonzalez@fisherphillips.com cchaplin@fisherphillips.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 30, 2024**, at Long Beach, California.



 Nicole Pierson