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Attorney 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 FINAL
APPROVAL AND JUDGMENT**

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

Date: January 23, 2025
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 AND JUDGMENT OF FINAL APPROVAL

WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting Preliminary Approval of Class Action Settlement dated September 25, 2024, for final approval of the Settlement between Plaintiffs MARIANO CANIZAL-TAPIA and ELIZABETH MADRIZ AGUILAR ("Plaintiffs") and Defendants QSI LLC and QSI OF CALIFORNIA, LLC, ("Defendants") (collectively referred to as "the Parties") as set forth in the Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release ("Settlement" or "Settlement Agreement") filed contemporaneously herewith as Exhibit "A" to the Declaration of John A. Young in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, and the Court having considered all papers filed, and the proceedings had and otherwise being fully informed,

THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including the Plaintiffs and Class Members.

3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, Phoenix Settlement Administrators ("Settlement Administrator"), mailed the Court Approved Notice of Class Action Settlement ("Notice") to all Class Members known address by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class Members' right to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file documentation in support of or in opposition to the Settlement and to appear in connection with the Final Approval Hearing. Class Members had adequate time to consider this information and to use the procedures identified in the Notice. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the

1 basis for the Court to make an informed decision regarding approval of the Settlement based on the
2 responses of Class Members. The Court finds and determines that the Notice provided in the Action was
3 sufficient, which satisfied the requirements of law and due process.

4 4. In response to the Notice, zero (0) Class Members objected to the Settlement and zero (0)
5 Class Members submitted a Request for Exclusion from the Settlement. Further, zero (0) Class Members
6 have objected to the Settlement.

7 5. The Court finds that the Settlement offers significant monetary recovery to Class
8 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
9 litigation related to liability, and damages issues. The Court further finds that the Parties have conducted
10 sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel
11 are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed
12 Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks
13 and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached
14 the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the
15 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in
16 all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according
17 to its terms.

18 6. The Court hereby orders the Settlement Administrator to distribute the Individual
19 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance with the
20 provisions of the Settlement Agreement. The Individual Settlement Payment and Individual PAGA
21 Payment checks shall remain valid for a period of one hundred eighty (180) calendar days.

22 7. All Settlement Class Members, regardless of whether or not they cash their Individual
23 Class Payment check(s), will be bound by the releases detailed in this Settlement Agreement. Settlement
24 Class Members must cash or deposit their Individual Class Payment and Individual PAGA Payment
25 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any
26 checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement
27 Administrator will submit the amount of the uncashed or not deposited payments to California State

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1 Controller as unclaimed property in the name of the Settlement Class Member who did not cash his or
2 her check.

3 8. The Court finds that the Gross Settlement Amount (\$910,000.00), Net Settlement
4 Amount, and the methodology used to calculate and pay each Individual Class Payment and Individual
5 PAGA Payment, in accordance with the Settlement, are fair and reasonable

6 9. For purposes of this Final Approval Order and this Settlement only, the Court hereby
7 confirms the appointment of the named Plaintiffs as the class representatives for the Class Members.
8 Further, the Court finally approves Class Representatives' Service Awards to Plaintiffs, as fair and
9 reasonable, in the amount of ten thousand dollars (\$10,000.00) each, totaling twenty thousand dollars
10 (\$20,000.00). The Court hereby orders the Settlement Administrator to distribute the Class
11 Representatives' Service Payments to the Plaintiffs in accordance with the provisions of the Settlement.

12 10. The Court hereby approves the PAGA Allocation in the amount of forty thousand dollars
13 (\$40,000.00) of which 75% or thirty thousand dollars (\$30,000.00) will be sent by the Settlement
14 Administrator to the Labor and Workforce Development Agency ("LWDA") and 25% or ten thousand
15 dollars (\$10,000.00) will be distributed to the PAGA Members in accordance with the provisions of the
16 Settlement.

17 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
18 confirms the appointment of Kevin Mahoney and John Young of Mahoney Law Group, APC as Class Counsel
19 for Class Members. Further, the Court finally approves a Class Counsel Fees and Costs Award, as fair
20 and reasonable, of three hundred three thousand three hundred thirty-three dollars and thirty-three cents
21 (\$303,333.33) for attorneys' fees to be distributed in accordance with the provisions of the Settlement.

22 12. Further the Court approves costs of fourteen thousand five hundred fifty dollars and fifty-
23 one cents (\$14,550.51). At the time of Settlement, Class Counsel estimated their final costs were not to
24 exceed seventeen thousand dollars (\$17,000.00). The remaining amount of two thousand four hundred
25 forty-nine dollars and forty-nine cents (\$2,449.49) will become part of the Net Settlement Amount for
26 distribution to Class Members. The costs detailed below are to be distributed in accordance with the
27 provisions of the Settlement Agreement and this Order.

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1 13. For purposes of this Final Approval Order and this Settlement only, the Court hereby
2 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
3 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and
4 further finally approves Administrator Expenses Payment, as fair and reasonable, of seventeen thousand
5 dollars (\$17,000.00).

6 14. The Court directs Defendants to fund all amounts due under the Settlement Agreement
7 thirty (30) calendar days after the Effective Date. Individual Settlement Payments will be mailed via
8 First-Class U.S. Mail to Class Members no later than fifteen (15) calendar days after the Gross Settlement
9 Amount is fully funded as set forth in the Settlement Agreement.

10 16. As of the Response Deadline, all Settlement Class Members who did not submit a timely
11 and valid Request for Exclusion shall be deemed to have released the Released Parties from all Released
12 Claims, as defined in the Settlement Agreement.

13 17. After Settlement administration has been completed in accordance with the Settlement
14 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
15 Settlement.

16 18. Neither this Final Approval Order, the Settlement Agreement, nor any document referred
17 to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be
18 used by Plaintiffs as an admission by or against Defendants or any of the other Released Parties of any
19 fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of
20 any claims in the Action or of any wrongdoing by Defendants or any of the other Released Parties. The
21 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
22 thereto, shall not in any event be construed as an admission or concession with regard to the denials or
23 defenses by Defendants or any of the other Released Parties and shall not be offered in evidence by
24 Plaintiffs against Defendants or any of the Released Parties in any action or proceeding in any court,
25 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
26 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
27 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
28 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file

1 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,
2 release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

3 19. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in
4 accordance with the terms set forth in the Settlement Agreement.

5 20. Without affecting the finality of this Final Approval Order in any way, this Court hereby
6 retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
7 and all orders and judgments entered in connection therewith.

8 21. Plaintiffs shall submit a to the Court a report on December 5, 2025 (or
9 _____), pursuant to Code of Civil Procedure section 384, subdivision (b), in the form
10 of a declaration from the Settlement Administrator or other declarant with personal knowledge of the
11 facts. The report shall be in the form of a declaration from the Settlement Administrator or other declarant
12 with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total
13 number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of
14 checks that remained uncashed and were redistributed, (v) the total value of those uncashed checks, (vi)
15 the average amount of the uncashed checks, (vii) the nature and date of the disposition of those unclaimed
16 funds, and (vii) other amounts disbursed pursuant to the Settlement .

17 22. This document shall constitute a Judgment for purposes of California Rule of Court
18 3.769(h).

19 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

20
21
22 Dated: 1/23/2025

23 
24 HONORABLE ~~BRIAN MCCABE~~
25 JUDGE OF THE SUPERIOR COURT
26
27
28

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 **December 30, 2024**, I served [X] true copies [] originals of the following document(s): **~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL AND JUDGMENT**. 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 asulaiman@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 **December 30, 2024**, at Long Beach, California.



 Aroob Sulaiman