

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DERELL PRUITT on behalf of himself and other
similarly situated laborers,

Plaintiff,

v.

QUALITY LABOR SERVICES, LLC and
HIGHLAND BAKING COMPANY, INC.,

Defendants.

Case No. 16 C 9718

Judge Chang

Magistrate Judge Valdez

**ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT BETWEEN
PLAINTIFF AND DEFENDANT QUALITY LABOR SERVICES, LLC**

The Parties having appeared before the Court on October 24, 2022 for a Hearing on Final Approval in the above-captioned matter; the Court having reviewed the Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendant Quality Labor Service, LLC ("QLS"), Plaintiff's supporting Memorandum of Law and other related materials submitted by the Parties, including Plaintiff's Supplemental Brief and Second Supplemental Brief in support of the motion and the materials attached thereto including the Declaration, Supplemental Declaration, and Second Supplemental Declaration of Bryn Bridley of Atticus Administration LLC (the Settlement Administrator); having heard the Parties' presentation at the Hearing on Final Approval; having given an opportunity to hear from any Class Members objecting to the Settlement Agreement; and otherwise being fully informed in the premises, it is hereby ORDERED AND ADJUDGED as follows:

1. A class was preliminarily certified, for settlement purposes only, by an Order dated February 17, 2022 (Dkt. #219, ¶4) and defined as follows:

All African Americans who sought work assignments through Quality Labor Services, LLC at its Gurnee, Illinois Office at any time between October 13, 2012 and the date of Preliminary Approval, but who, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC's client companies by Quality Labor Services, LLC.

2. The claims being certified for settlement purposes in this Class Action Settlement are limited to any and all claims of race discrimination against the Settling Defendant arising out of the Named Plaintiff's and/or Class Members' non-assignment from QLS's Gurnee Office to one or more of QLS's client companies from October 13, 2012 through February 17, 2022, known or unknown, that the Named Plaintiff and Class Members may have against any Released Party as that term is defined in the Class Action Settlement Agreement, attached hereto as Attachment 1, at ¶27.

3. The Court finds that this Settlement Class satisfies the requirements of Fed. R. Civ. P. Rule 23(a) and is maintainable under Rule 23(b)(3) for purposes of settlement of this action only. The Court finally certifies the Settlement Class for purposes of settlement of this class action only.

4. The Notice of Class Action Settlement ("Class Notice") sent via First Class Mail to assignees from the QLS Gurnee, Illinois Office, in conjunction with publication of information about the Settlement in two community newspapers and the posting information about the Settlement on a settlement website (www.QLS_Settlement.com) which provided access to a digital and printable copy of the notice and claim form, adequately informed the Class Members of the terms of the Settlement, the process available to them to obtain monetary relief, their right to request exclusion from the Settlement Class and pursue their own remedies, and their opportunity to file written objections and to appear and be heard at the final approval hearing regarding the approval of the Settlement. The Class Notice also adequately informed the Class Members of the

contact information for the Settlement Administrator and the telephone number of Class Counsel to inquire about additional information regarding the case and settlement. The Court finds that the Class Notice provided satisfied the requirements of Fed. R. Civ. P. 23(e)(1)(B).

5. The Court hereby approves the proposed Class Action Settlement Agreement between Plaintiff and Defendant QLS, attached hereto as Attachment 1, the terms of which are incorporated into this Order, and finds that the Settlement Agreement is fair, reasonable, and adequate to all Class Members. The Court finds that the strength of the Plaintiff's case on the merits, weighed against Defendant's defenses, and the complexity, length, and expense of further litigation, support approval of the Settlement Agreement. The Court also finds that the Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to resolve the claims of the Named Plaintiff and the Settlement Class against QLS, including those arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, and the Civil Rights Act of 1866, 42 U.S.C. § 1981, less the expense of settlement administration authorized by this Court set forth in paragraph 7 of this Order, attorneys' fees and costs in the amount as set forth in paragraph 8 of this Order, and a general release and service award payment to the Named Plaintiff as set forth in paragraph 9 of this Order, is a fair, reasonable and adequate settlement to resolve the claims of the Named Plaintiff and the Settlement Class against QLS; that the Settlement was reached as a result of arms-length negotiations between the Parties, and the support for the Settlement expressed by Class Counsel, and Counsel for Defendant, who have significant experience representing parties in complex class actions, weighs in favor of approval of the Settlement; and that the litigation has progressed to a stage where the Court and the Parties could evaluate the merits of the case, potential damages, and the probable course of future litigation, and that the stage of the proceedings warrant approval of the Settlement.

6. As identified by the Plaintiff's Unopposed Motion for Final Approval and supporting Memorandum of Law, Plaintiff's Supplemental Brief and Second Supplemental Brief in support of the unopposed motion, and the Declarations of the Settlement Administrator, attached thereto, the Court finds that the Settlement Administrator, Atticus Administration LLC ("Atticus") received only one valid and one invalid Opt-Out Requests from Class Members, and no Class Member filed an objection to the Settlement.

7. The cost of Settlement Administration of this Class Action Settlement Agreement in the amount of \$34,000.00 incurred by Atticus is hereby authorized by this Court.

8. In accordance with Section VII(A) of the Settlement Agreement, Class Counsel is awarded Fifty Thousand Dollars (\$50,000.00) as an award of attorneys' fees and costs. Within fourteen (14) days of the "Effective Date" as defined in Section III(A)(14) of the Settlement Agreement, the Settlement Administrator shall deliver to Robert Libman of Miner, Barnhill & Galland, P.C., 325 N. LaSalle Street, Suite 350, Chicago, IL 60654, the payment for attorneys' fees and costs due to Class Counsel.

9. In accordance with Section VII(B) of the Class Action Settlement Agreement, Plaintiff Derell Pruitt is awarded Five Hundred Dollars (\$500.00) as a payment in exchange for executing a general release of all claims against QLS and as an award for his service to the Class. Within fourteen (14) days of the "Effective Date" as defined in Section III(A)(14) of the Class Action Settlement Agreement, the Settlement Administrator shall deliver to Class Counsel in care of Mr. Libman at the above address the Service Award payment due to the Named Plaintiff.

10. In accordance with Section VI(C) of the Settlement Agreement, within fourteen (14) days of the "Effective Date" as defined in Section III(A)(14) of the Class Action Settlement Agreement, the Settlement Administrator shall mail a check to each Eligible Claimant who filed a

timely and materially complete Claim Form within the terms set forth in the Settlement Agreement in an amount representing the net Settlement payment per Class Member as described in Section VI of the Parties' Settlement Agreement, attached hereto as Attachment 1.

11. Any settlement check issued to a Class Member pursuant to paragraph 10, *supra*, that is not negotiated within 90 days after the issuance of such settlement check shall become void. Any funds remaining from settlement checks not timely negotiated shall be distributed by Defendants to Class Members who negotiated their settlement check if the remaining Settlement Fund exceeds \$3,000.00 or, in the event any remaining Settlement Fund is equal to or less than \$3,000.00, to the Chicago Bar Foundation, an IRS 501(c)(3) tax-exempt organization, within 28 days of the latest date on which a settlement check shall become void as *cy pres* to the Chicago Bar Foundation, a 501(c)(3) charitable organization.

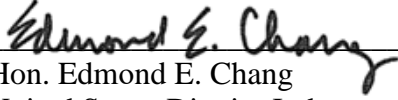
12. As to the Class, this Court hereby dismisses only the claims released in Section V(A) of the Settlement Agreement and identified in paragraph 2, *supra*, with prejudice, and on the merits.

13. As to the Named Plaintiff, this Court dismisses all claims raised in the lawsuit or that could have been raised in the lawsuit with prejudice, and on the merits. All Parties are to bear their own fees and costs, except as otherwise provided in the Settlement Agreement.

14. By consent of the parties, and without affecting the finality of this Order, this Court hereby retains continuing jurisdiction over the implementation of this Class Action Settlement Agreement and any award from or distribution of the Qualified Settlement Fund (“QSF”).

15. The Court grants final approval of the Settlement and all of its terms as set forth within the Class Action Settlement Agreement, attached hereto as Attachment 1 and incorporated into this Order of Final Approval.

IT IS SO ORDERED.



Hon. Edmond E. Chang
United States District Judge
Northern District of Illinois

Dated this 24th day of October, 2022