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FILED
Superior Court of California
County of Los Angeles

06/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

5 Attorneys for Plaintiff
6 DANY STASOLLA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 DANY STASOLLA in his individual and)
11 representative capacities,)
12)
13 Plaintiff,)

Case No.: 21STCV10448

Assigned to: Hon. Lawrence P. Riff; Spring
Street Complex Division, Dept. 7

13 v.)

~~JUDGMENT~~ **JUDGMENT**

14 INDO CALI OPERATIONS, a California)
15 corporation and DOES 1 through 10,)
16 inclusive,)
17 Defendants.)

1 Plaintiff's motion for Final Approval of Class Action Settlement, Request for Attorney's
2 Fees and Costs, and Approval of Enhancement Award duly came on for hearing on May 31, 2023,
3 before the above-entitled Court. The parties having settled this action and the Court having granted
4 the motion and good cause appearing therefor,

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

6 1. The certification of the Settlement Class is confirmed for the purposes of
7 settlement. The Class is defined as "All delivery drivers employed by Indo Cali Operations from
8 March 17, 2017 to April 3, 2022." The Class Period is defined as the period between March 17,
9 2017 through April 3, 2022.

10 2. All persons who meet the foregoing definition are Participating Class Members,
11 except for those individuals who submitted a valid request for exclusion ("opt out") from the
12 Class.

13 3. One Class Member, Erin Gervaise, responded to the Notice by stating an objection
14 and by expressly indicating that he wishes to exclude himself from the Settlement. Because Mr.
15 Gervaise has chosen to optout, he will not be bound by the Settlement and is not a Participating
16 Class Member. Further, because he has opted out, Mr. Gervaise has no standing to object to the
17 settlement. Regardless, the Court has determined that the settlement is fair and adequate and has
18 overruled the objection.

19 4. Except as set forth in the Stipulation of Class Action and PAGA Settlement and
20 Release of Claims ("Agreement") and this Final Judgment, Plaintiff, and all members of the Class,
21 shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as
22 otherwise provided in the Agreement and in this Final Judgment.

23 5. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
25 supervise and adjudicate any dispute arising from or in connection with the distribution of
26 settlement benefits.

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1 6. As of the effective date of the Agreement, each Class Member who has not validly
2 opted out, will have released the “Released Class Claims” against the Defendants and all of the
3 “Released Parties” as set forth in the Agreement.

4 7. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
5 a. The “Released Claims” are defined as all claims rights, demands, liabilities, and
6 causes of action, whether statutory, in tort, contract, or otherwise, alleged in the
7 Operative Complaint, arising during the Class Period, including, but not limited
8 to, claims under the California Labor Code, California Industrial Welfare
9 Commission Wage Orders, regulations, and/or other provisions of law for
10 unreimbursed business expenses, and unfair or unlawful business practices in
11 violation of California Business and Professions Code § 17200, et seq arising
12 therefrom. Class Release also means any claims, rights, demands, liabilities,
13 damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’
14 fees, costs, any other form of relief or remedy in law, equity, or whatever kind
15 or nature, and causes of action, that could potentially arise from the receipt of
16 any monies resulting from this Settlement by any member of the Settlement
17 Class.
18 b. The “Released Parties” means Indo Cali Operations and all of its parents,
19 subsidiaries, affiliates, shareholders, predecessors, successors, and assigns,
20 including Defendant’s respective pension, profit sharing, savings, health, and
21 other employee benefit plans of any nature, as well as all agents, employees
22 (current and former), officers, directors, insurers, and attorneys.

23 8. As of the effective date of the Agreement, Plaintiff, the Labor and Workforce
24 Development Agency (“LWDA”), the State of California, and each “PAGA Member” will have
25 released the Released Parties from the “Released PAGA Claims” for the “PAGA Period” as set
26 forth in the Agreement.

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9. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

- a. The PAGA Released Claims are defined as all claims for PAGA and California Labor Code section 558 penalties sought in the Operative Complaint or that could have been brought based on Plaintiff’s PAGA Notice, including for failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, and failure to maintain requisite payroll records and failure to reimburse necessary work-related expenses in violation of California Labor Code Section 2802(a).
- b. “PAGA Member(s)” means all delivery drivers employed in California by Indo Cali Operations at any time during the period of March 16, 2020, one year prior to the date Plaintiff submitted the LWDA Letter, through April 3, 2022.
- c. The “PAGA Period” means the period from March 16, 2020 and April 3, 2022.

10. This Court hereby grants final approval and awards the following: (i) \$50,000 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, and litigation expenses in the amount of \$10,762.64; (ii) the Service Payment to Class Representative Dany Stasolla of \$5,000; (iii) Administrator Expenses Payment of \$7,500.00 to Phoenix Class Action Administration Solutions; and (iv) \$3,750 (75% of the PAGA Settlement) to the Labor and Workforce Development Agency (“LWDA Payment”).

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11. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 06/02/2023, ~~2023~~



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT

Law Offices of Corbett H. Williams

CERTIFICATE OF SERVICE

I, Corbett H. Williams, declare as follows:

I am employed in the County of Orange, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 24422 Avenida de la Carlota, Suite 370, Laguna Hills, California, 92653, in said County and State. On June 1, 2023, I served the following document(s):

REVISED PROPOSED] JUDGMENT

on the following parties: Counsel for Defendant

John K. Rubiner
Freeman Mathis & Gary, LLP
550 South Hope Street, 22nd Floor
Los Angeles, California 90071

by the following means of service:

BY MAIL: I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

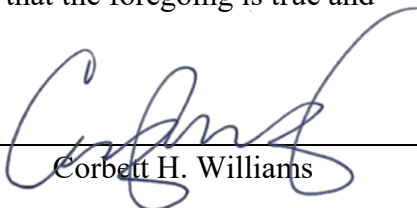
BY OVERNIGHT SERVICE: On the above-mentioned date, I placed a true copy of the above mentioned document(s), together with an unsigned copy of this declaration, in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, addressed to the person(s) as indicated above and deposited same in a box or other facility regularly maintained by Federal Express or delivered same to an authorized courier or driver authorized by Federal Express to receive documents.

X **CASE ANYWHERE:** On the above-mentioned date, I caused each such document to be transmitted electronically using the Case Anywhere portal for this matter in accordance with the Court's May 26, 2021 order authorizing electronic service.

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

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 1, 2023.



Corbett H. Williams

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