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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  
7

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 Plaintiff, )  
13 v. )  
14 INDO CALI OPERATIONS, a California )  
15 corporation and DOES 1 through 10, )  
16 inclusive, )  
17 Defendants. )  
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Case No.: 21STCV10448  
Assigned to: Hon. Lawrence P. Riff; Spring  
Street Complex Division, Dept. 7  
**~~[REVISED PROPOSED]~~ ORDER  
GRANTING FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

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. Attorney Corbett H. Williams appeared on behalf of plaintiff Dany  
4 Stasolla and John K. Rubiner of Freeman Mathis & Gary, LLP appeared on behalf of defendant Indo  
5 Cali Operations.

6 Having reviewed and considered the evidence and argument before it, the Court finds and  
7 orders as follows:

8 **I. FINDINGS**

9 Preliminary Approval

10 1. On January 18, 2023, the Court granted preliminary approval of the Parties'  
11 Stipulation of Class Action and PAGA Settlement and Release of Claims dated November 29, 2022  
12 and approved certification of a class for settlement purposes only.

13 Notice to the Class

14 2. In compliance with the Preliminary Approval Order, the Settlement Administrator  
15 mailed copies of the Court-approved Notice of Pendency of Class Action Settlement ("Notice") via  
16 first class mail to the Class Members at their last known addresses on March 14, 2023. Mailing of  
17 the Notice to Class Members' last known address was the best notice practicable under the  
18 circumstances and was reasonably calculated to communicate actual notice of the litigation and the  
19 proposed settlement. The Court finds that the Notice satisfies the requirements of California Rules  
20 of Court, Rule 3.769.

21 Optouts and Objections

22 3. Consistent with the Court's January 18, 2023 Order, Class Members had 45 days to  
23 optout of or object to the Settlement. Class Members had adequate opportunity to consider the  
24 content of the Notice and determine whether to exercise their right to optout or object.

25 4. According to evidence presented to the Court, three Class members elected to optout  
26 from the settlement, and one Class Member, Erin Gervaise, responded by stating an objection and  
27 by expressly indicating that he wishes to exclude himself from the Settlement. Because Mr. Gervaise  
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1 has chosen to optout, he will not be bound by the Settlement and will not be a member of the Class.  
2 Further, because he has opted out, Mr. Gervaise has no standing to object to the settlement.  
3 Regardless, the Court has determined that the settlement is fair and adequate and overrules the  
4 objection.

5 Fairness of the Settlement

6 5. The settlement provides for payment by Defendant of the Gross Settlement Amount  
7 of \$150,000 to be paid in installments, with the initial installment of \$75,000 due 30 days after the  
8 Judgment becomes Final. Defendant will pay the remaining \$75,000 in equal installments of \$6,250  
9 payable beginning 30 days after the Initial Settlement Payment is made and recurring every 30 days  
10 thereafter until the entire Gross Settlement Amount is deposited with the Settlement Administrator.

11 6. The settlement was reached through arms-length bargaining between the parties in  
12 the context of mediation with a well-known mediator. There is no evidence of collusion in reaching  
13 the proposed settlement. Accordingly, the settlement is entitled to a presumption of fairness.

14 7. The Parties' investigation and discovery have been sufficient to allow the Court and  
15 counsel to act intelligently.

16 8. The participation rate is high. Of the 520 class members who were mailed Notices,  
17 only 1 objected and 3 opted out.

18 9. The consideration to be paid under the terms of the Agreement is fair, reasonable,  
19 and adequate considering the strengths and weaknesses of the claims asserted and the scope the  
20 releases given. In determining the fairness of the Settlement, the Court considered Defendant's  
21 financial condition and ability to pay.

22 10. Based on the evidence presented, the Court finds that the Agreement is fair, adequate,  
23 and reasonable and in the best interests of the Participating Class Members.

24 PAGA Payment

25 11. The Agreement provides for a PAGA Payment of \$5,000. The Court finds that the  
26 PAGA Payment and the allocation of \$3,750 to the LWDA and \$1,250 to PAGA Members is fair  
27 and reasonable.

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Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

12. The Settlement provides for a Class Counsel Fees Payment of no more than 33.33% of the Gross Settlement Amount (\$50,000) as fees for legal services rendered. The Court finds that an attorney fee award of \$50,000 to Class Counsel is reasonable and is consistent with similar awards in common fund cases. The award is also supported by Cross Counsel’s lodestar, which itself is supported by the declaration of Class Counsel and is in line with market rates for legal services.

13. The Settlement Further provides for a Class Counsel Litigation Expenses Payment of up to \$12,000. Class Counsel has presented evidence of litigation expenses of \$10,762.64, which the Court finds reasonable.

Class Representative Service Payment

14. The Settlement provides for a Class Representative Service Payment of up to \$5,000.00 to Plaintiff. The Court finds a Class Representative Service Payment to Plaintiff of \$5,000.00 is reasonable in light of the risks and burdens undertaken by Plaintiff.

Settlement Administration Expenses

15. The Settlement provides for payment to the Settlement Administrator of up to \$7,500 for services related to the Class Notice, processing opt-outs, processing objections, and distributing settlement payments. The Declaration of the Settlement Administrator provides its fees for services are \$7,500. That amount is reasonable in light of the work performed by the Settlement Administrator.

**II. ORDERS**

16. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

All delivery drivers employed by Indo Cali Operations from March 17, 2017 to April 3, 2022.

17. The Settlement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties and the Settlement Administrator are ordered to effectuate the Settlement in accordance its terms and this Order.

1 18. Class Counsel are awarded a Class Counsel Fees Payment of \$50,000 and a Class  
2 Counsel Litigation Expenses Payment of \$10,762.64. Class Counsel shall not seek or obtain any  
3 other compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

4 19. A Class Representative Service Payment to Plaintiff Dany Stasolla of \$5,000 is  
5 approved.

6 20. Payment of \$7,500.00 to the Settlement Administrator as Settlement Administration  
7 Costs is approved.

8 21. The PAGA Payment of \$5,000 is approved as fair, reasonable, and adequate, with  
9 \$3,750 to be paid to the LWDA and the remaining \$1,250 to the PAGA Members.

10 22. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
11 Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
12 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement  
13 benefits.

14 23. It shall not be necessary to send notice of entry of this Order or the Judgment to  
15 individual Class Members. However, this Order and the Judgment shall be posted on Settlement  
16 Administrator’s website as indicated in the Class Notice.

17 24. The Court has set a non-appearance case review concerning disposition of the  
18 settlement proceeds for March 13, 2025 and orders Plaintiff’s Counsel to file a declaration of  
19 counsel or the Settlement Administrator no later than March 6, 2025 concerning the disposition of  
20 proceeds. The Court further directs Plaintiff’s Counsel to submit a revised proposed judgment at  
21 that time accounting for payment of amounts to the cy pres recipient.

22 **SO ORDERED.**

23 DATED: 06/02/2023, 2023



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff  
JUDGE OF THE SUPERIOR COURT

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**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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

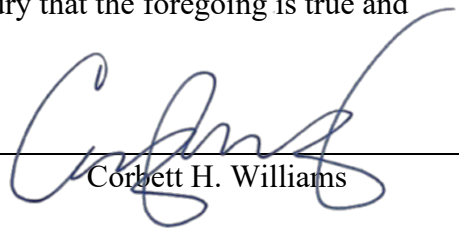
**on the following parties:** Counsel for Defendant

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.
- 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.




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Corbett H. Williams