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10 Attorneys for Defendant  
INDO CALI OPERATIONS

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

14 DANY STASOLLA in his individual and )  
representative capacities, )  
15 )  
Plaintiff, )  
16 v. )  
17 INDO CALI OPERATIONS, a California )  
corporation and DOES 1 through 10, inclusive, )  
18 )  
Defendant. )  
19 \_\_\_\_\_ )

Case No. 21STCV10448

**STIPULATION OF CLASS ACTION  
AND PAGA SETTLEMENT AND  
RELEASE OF CLAIMS**

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1 IT IS HEREBY STIPULATED, by and among Plaintiff DANY STASOLLA, on behalf of  
2 himself and the Settlement Class Members on the one hand, and Defendant INDO CALI  
3 OPERATIONS (“Defendant”), on the other hand, subject to the approval of the Court, that the  
4 Action is hereby being compromised and settled pursuant to the terms and conditions set forth in  
5 this Stipulation of Class Action and PAGA Settlement And Release Of Claims (“Agreement”),  
6 and subject to the definitions, recitals and terms set forth herein, which by this reference become  
7 an integral part of this Agreement.

8 **I. DEFINITIONS**

- 9 1. “Action” means the matter of *Dany Stasolla v. Indo Cali Operations*. filed on  
10 March 17, 2021, in Los Angeles County Superior Court (LASC Case No. 21STCV10448).
- 11 2. “Class Counsel” means Corbett H. Williams, Law Offices of Corbett H. Williams.
- 12 3. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”  
13 mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for,  
14 respectively, their legal work in connection with this Action, including their pre-filing  
15 investigation, their filing of the Action, all related litigation activities, all Settlement work, all  
16 post-Settlement compliance procedures, and related litigation expenses billed in connection with  
17 this Action.
- 18 4. “Class Information” means information regarding Settlement Class Members that  
19 Defendant will in good faith compile from its records and provide to the Settlement Administrator.  
20 It shall be formatted as a Microsoft Excel spreadsheet and shall include, if available: each  
21 Settlement Class Member’s full name; last known address; last known home telephone number;  
22 Social Security Number; start date of employment; end date of employment; and the number of  
23 Total Weeks Worked by the Settlement Class Member as a non-exempt employee for Defendant  
24 during the Class Period (“Total Weeks Worked”). The Microsoft Excel spreadsheet provided by  
25 Defendant will identify whether individual Settlement Class Members are also PAGA Members.
- 26 5. “Class Member(s)” means all delivery drivers employed by Indo Cali Operations  
27 from March 17, 2017 to April 3, 2022.

1           6.       “Class Period” means the period from March 17, 2017 through April 3, 2022 or the  
2 Court’s Preliminary Approval of this Agreement, whichever occurs first.

3           7.       “Class Release” and “Released Claims” mean each member of the Settlement  
4 Class, except those who submit a valid Election Not to Participate in Settlement, will release  
5 Defendant, and all of its parents, subsidiaries, affiliates, shareholders, agents, employees (current  
6 and former), officers, directors, insurers, attorneys, predecessors, successors, and assigns,  
7 including Defendants’ respective pension, profit sharing, savings, health, and other employee  
8 benefit plans of any nature, from all claims rights, demands, liabilities, and causes of action,  
9 whether statutory, in tort, contract, or otherwise, alleged in the Operative Complaint, arising  
10 during the Class Period, including, but not limited to, claims under the California Labor Code,  
11 California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of  
12 law for unreimbursed business expenses, and unfair or unlawful business practices in violation of  
13 California Business and Professions Code § 17200, *et seq* arising therefrom. Class Release also  
14 means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties,  
15 debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or  
16 whatever kind or nature, and causes of action, that could potentially arise from the receipt of any  
17 monies resulting from this Settlement by any member of the Settlement Class.

18           8.       “Class Representative Enhancement Award” means the amount that the Court  
19 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition  
20 of his effort and risk in assisting with the prosecution of the Action. Plaintiff shall seek, and  
21 Defendant agrees not to oppose a Class Representative Enhancement Award equal to \$5,000.

22           9.       “Court” means the Los Angeles Superior Court of the State of California.

23           10.       “Defendant” means Indo Cali Operations.

24           11.       “Defense Counsel” means Freeman Mathis & Gary, LLP.

25           12.       The “Effective Date” means the latest of the following: (a) if no Class Member  
26 makes an objection to the Settlement, the date the entire Gross Settlement Amount is deposited by  
27 Defendant with the Settlement Administrator; (b) if a Class Member objects to the Settlement, the  
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1 later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) the date for seeking  
2 appellate review of the Court’s final approval of the Settlement has passed without a timely  
3 request for review; (iii) a Class Member’s appeal from the Court’s final approval of the Settlement  
4 has been voluntarily dismissed; or (iv) the California Court of Appeals or the California Supreme  
5 Court has rendered a final judgment on a Class Member’s appeal affirming the Court’s final  
6 approval of the Settlement without material modification.

7 13. “Election Not to Participate in Settlement” means the written request by a Class  
8 Member to exclude himself or herself from the Settlement submitted in accordance with the  
9 instructions in the Class Notice.

10 14. “Final Judgment” means the Final Approval Order and Judgment entered by the  
11 Court following notice to the class members and final approval of this Settlement by the Court.

12 15. “Final Approval Hearing” means the hearing to be conducted by the Court to  
13 determine whether to approve finally and implement the terms of this Agreement and enter the  
14 Judgment.

15 16. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars and Zero  
16 Cents (\$150,000.00) to be paid by Defendant pursuant to this Agreement for the following: 1) the  
17 Settlement Administration Costs; 2) the Class Counsel Fees Payment and Class Counsel Litigation  
18 Expenses Payment awarded to Class Counsel; 3) the amount of Class Representative  
19 Enhancement Award awarded to Plaintiff; and 4) PAGA Payment and PAGA Member Settlement  
20 Amount.

21 17. “Initial Settlement Payment” means the initial installment payment of \$75,000.00  
22 of the Gross Settlement Amount due and payable by Defendant within 30 days following the  
23 Effective Date.

24 18. “LWDA Letter” is the letter dated March 15, 2021, that Plaintiff submitted to  
25 Defendant and the California Labor & Workforce Development Agency pursuant to the Private  
26 Attorneys General Act of 2004.

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1           19.    “Miles Driven” means the total number of miles driven by an individual Settlement  
2 Class Member or PAGA Member.

3           20.    “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel  
4 Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement  
5 Award, and Settlement Administrator Costs. The Net Settlement Amount shall also include any  
6 interest earned on settlement funds deposited by defendant with the Settlement Administrator,  
7 including the Initial Settlement Payment and all Subsequent Settlement Payments.

8           21.    “Notice” or “Class Notice” means the Notice of Pendency Class Action Settlement  
9 and Final Hearing Date, substantially in the form attached as **Exhibit A**, to be mailed out by the  
10 Settlement Administrator to Class Members.

11           22.    “Order Granting Preliminary Approval of the Settlement” means the Court’s entry  
12 of an Order approving this Agreement, and the exhibits thereto, and setting a hearing for Final  
13 Approval of the Settlement, including approval of attorneys’ fees and costs.

14           23.    “Operative Complaint” means the Class Action Complaint filed in the Action on  
15 March 17, 2021.

16           24.    “PAGA Member(s)” means all delivery drivers employed in California by Indo  
17 Cali Operations at any time during the period of March 16, 2020, one year prior to the date  
18 Plaintiff submitted the LWDA Letter, through April 3, 2022.

19           25.    “PAGA Notice” means the Notice filed on Plaintiff’s behalf on March 15, 2021  
20 with the California Labor & Workforce Development Agency and assigned Case Number LWDA-  
21 CM-825938-21.

22           26.    “PAGA Payment” means a payment of Three Thousand Seven Hundred Fifty  
23 (\$3,750) made to the California Labor and Workforce Development Agency in exchange for the  
24 release of claims under the Private Attorneys General Act of 2004, which represents 75% of the  
25 Five Thousand Dollars (\$5,000) allocated to settlement of Plaintiff’s PAGA claim.

26           27.    “PAGA Period” means the period from March 16, 2020 and April 3, 2022, or the  
27 Court’s Preliminary Approval of this Agreement, whichever occurs first.

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1           28.     “PAGA Released Claims” means that each PAGA Member will release Defendant,  
2 and all of its parents, subsidiaries, affiliates, shareholders, agents, predecessors, successors, and  
3 assigns, including Defendants’ respective pension, profit sharing, savings, health, and other  
4 employee benefit plans of any nature, from all claims for PAGA and California Labor Code  
5 section 558 penalties sought in the Operative Complaint or that could have been brought based on  
6 Plaintiff’s PAGA Notice, including for failure to pay wages (including minimum wages, overtime  
7 and double time wages), failure to provide compliant meal periods and associated premium pay,  
8 failure to provide compliant rest periods and associated premium pay, failure to provide compliant  
9 wage statements, failure to timely pay wages upon termination of employment, failure to timely  
10 pay wages during employment, and failure to maintain requisite payroll records and failure to  
11 reimburse necessary work-related expenses in violation of California Labor Code Section 2802(a).  
12 Considering the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v.*  
13 *Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the  
14 Class Settlement shall still receive their pro-rata share of the twenty-five percent (25%) of PAGA  
15 settlement (*i.e.*, the \$1,250), to be calculated by the Settlement Administrator. This release will be  
16 effective as to all PAGA Members, even if they exclude themselves from the Class Settlement.

17           29.     “PAGA Member Settlement Amount” means 25% of the \$5,000 (\$1,250) allocated  
18 by the parties for settlement of Plaintiff’s PAGA claim for payment to PAGA Members.

19           30.     “Participating Class Member” means any Settlement Class Member who does not  
20 opt out of the Settlement by submitting a valid and timely Request for Exclusion.

21           31.     “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
22 Plaintiff or Defendant.

23           32.     “Plaintiff” and “Class Representative” mean Dany Stasolla.

24           33.     “Released Parties” means Defendant and all of its parents, subsidiaries, affiliates,  
25 shareholders, predecessors, successors, and assigns, including Defendant’s respective pension,  
26 profit sharing, savings, health, and other employee benefit plans of any nature, as well as all  
27 agents, employees (current and former), officers, directors, insurers, and attorneys.



1 with, the issue of whether a class should be certified in a non-settlement context in this Action and  
2 shall have no bearing on and shall not be admissible or considered in connection with, the issue of  
3 whether a class should be certified in any other lawsuit.

4 2. Procedural History. On March 17, 2021, Plaintiff filed a class and representative  
5 PAGA action against Defendant Indo Cali Operations. (“Defendant”) for violations of California  
6 Labor Code Section 2802(a); California Business & Professions Code §§ 17200, *et seq.*; and Civil  
7 Penalties under the California Private Attorney General Act, Labor Code §§ 2698, *et seq.*

8 3. Prior to settling this matter, Plaintiff’s counsel engaged in a substantial amount of  
9 investigation and discovery and obtained from Plaintiff and/or Defendant numerous documents  
10 relevant to Plaintiff’s claims. Plaintiff and Defendant agreed to participate in a mediation before  
11 experienced mediator Jeffrey Krivis. The mediation was held on January 3, 2022, which, after  
12 lengthy negotiations, resulted in a settlement. Subsequent to mediation, the parties engaged in  
13 further negotiations regarding the terms of the settlement.

14 4. Prior to and during these negotiations, Plaintiff obtained from Defendants all the  
15 information needed to calculate Defendants’ potential liability, including the number of class  
16 members, the number of shifts worked by class members, and the average hourly wage rate of  
17 class members. Plaintiff and Defendant also discussed Defendant’s current financial condition  
18 and ability to pay any potential judgment. Defendant has agreed to provide documentation,  
19 supported by one or more declarations under penalty perjury concerning its financial condition and  
20 ability to pay.

21 5. Class Counsel have conducted a thorough investigation into the facts of this case,  
22 including the review of relevant documents and have thoroughly researched the applicable law and  
23 potential defenses. Based on their investigation and evaluation, Class Counsel are of the opinion  
24 that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class  
25 Members in light of all known facts and circumstances. Defendant agrees that the Settlement is  
26 fair, reasonable, and adequate.

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1           3.       Service Payment to Class Representative: Defendant will not oppose Plaintiff’s  
2 request to the Court for an award of up to Five Thousand Dollars (\$5,000) for his service as Class  
3 Representative (“Class Representative Enhancement Award”) in addition to any payment he may  
4 otherwise receive as a Class Member. The Settlement Administrator will issue to Plaintiff a Form  
5 1099 for his Class Representative Enhancement Award.

6           4.       PAGA Civil Penalties to the LWDA: Payment shall be made to the LWDA in the  
7 amount of \$3,750, which represents 75% of the PAGA claims settlement amount of \$5,000.

8           5.       Distribution to Class Members: Each member of the Class who does not submit a  
9 timely Request for Exclusion from the Settlement shall receive a portion of the Net Settlement  
10 Amount based on a per rata basis.

11          6.       Non-Reversionary; Cy Pres: The settlement is completely non-reversionary, and  
12 the entire Net Settlement Amount shall be distributed to Class Members who do not exclude  
13 themselves from the Settlement. In the event settlement checks issued to Class Members are not  
14 cashed or deposited within 180 days after mailing, the checks shall become null and void and any  
15 funds remaining from such uncashed checks shall be disbursed by the Settlement Administrator to  
16 a cy pres beneficiary, Bet Tzedek Legal Services, 3250 Wilshire Blvd., 13th Floor, Los Angeles,  
17 CA 90010, pursuant to the terms of Code of Civil Procedure section 384.

18          7.       Release by All Class Members. As of the Effective Date, Plaintiff and the  
19 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves  
20 and each of their heirs, representatives, successors, assigns and attorneys, hereby release  
21 Defendant and Released Parties from the Released Claims as consideration for Defendant’s  
22 payment of the Gross Settlement Amount.

23          8.       Release by PAGA Members. As of the Effective Date, Plaintiff and the PAGA  
24 Members, on behalf of themselves and each of their heirs, representatives, successors, assigns and  
25 attorneys, hereby release Defendant and Released Parties from the PAGA Released Claims in  
26 consideration for payment of the PAGA Payment and PAGA Member Settlement Amount.

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1           9.       Tax Liability. The Parties make no representations as to the tax treatment or legal  
2 effect of the payments called for hereunder, and Settlement Class Members are not relying on any  
3 statement or representation by the Parties in this regard.

4           10.       Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
5 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
6 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
7 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
9 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
10 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
11 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
12 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31  
13 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
14 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL  
15 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,  
16 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
18 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
20 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
23 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF  
24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
27 AGREEMENT.

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1           11.    Funding of the Gross Settlement Amount. Within 30 days after the Effective Date,  
2 Defendant shall deposit with the Settlement Administrator the Initial Settlement Payment of  
3 \$75,000 needed to initiate all payments required under the Settlement. Every 30 days thereafter,  
4 Defendant shall deposit with the Settlement Administrator a Subsequent Settlement Payment of  
5 \$6,250 until the Gross Settlement Amount is deposited in full by Defendant. Defendant may pay  
6 the amount remaining at any time and without penalty.

7           12.    Interest-Bearing Account. All funds, including the Initial Settlement Payment and  
8 each Subsequent Settlement Payment, shall be deposited by the Settlement Administrator in an  
9 interest-bearing account and all interest earned thereon shall be added to the Net Settlement  
10 Amount prior to distribution to the Participating Class Members.

11           13.    Payments from the Gross Settlement Amount. Subject to the terms and conditions  
12 of this Agreement, the Settlement Administrator will pay a proportional amount of the following  
13 payments from the Gross Settlement Amount within 14 calendar days of its receipt the Initial  
14 Settlement Payment and the Subsequent Settlement Payments from Defendant:

15           a.    To Plaintiff. In addition to his Settlement Share, Plaintiff will apply to the Court for  
16 a Class Representative Enhancement Award of not more than \$5,000.00, which Defendant  
17 agrees not to oppose. The Settlement Administrator will pay the Class Representative  
18 Enhancement Award approved by the Court out of the Gross Settlement Amount. If the  
19 Court approves a Class Representative Enhancement Award of less than \$5,000.00, the  
20 other terms of the Settlement will remain in effect and the difference will be retained in the  
21 Net Settlement Amount for distribution to Participating Class Members. Payroll tax  
22 withholding and deductions will not be taken from the Class Representative Enhancement  
23 Award and instead a Form 1099 will be issued to Plaintiff with respect to this payment.  
24 Plaintiff shall be solely responsible for any tax obligations arising therefrom. Plaintiff  
25 agrees to provide a completed IRS Form W-9.

26           b.    To Class Counsel. Class Counsel will apply to the Court for an award of not more  
27 than \$50,000.00 (33 1/3 % of the Gross Settlement Amount) as the Class Counsel Fees  
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1 Payment and an amount not more than \$12,000 for all expenses incurred as documented in  
2 Class Counsel’s billing records as their Class Counsel Litigation Expenses, which  
3 Defendant agrees not to oppose. The Settlement Administrator will pay the amounts  
4 approved by the Court (but not more than \$50,000.00 and \$12,000.00, respectively) out of  
5 the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a  
6 Class Counsel Litigation Expenses Payment of less than \$50,000.00 and \$12,000.00,  
7 respectively, and the other terms of the settlement will remain in effect and the remainder  
8 will be retained in the Net Settlement Amount for distribution to Participating Class  
9 Members. Payroll tax withholding and deductions, if any, will not be taken from the Class  
10 Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to  
11 Class Counsel with respect to those payments. The payment of Class Counsel’s fees and  
12 costs shall be made to Class Counsel by the Settlement Administrator in accordance with  
13 this Agreement. Class Counsel agrees to provide completed IRS Forms W-9 in order to  
14 receive these payments.

15 c. To the LWDA. The Parties will seek approval from the Court for a PAGA payment of  
16 \$5,000.00, which shall be allocated \$3,750.00 to the LWDA as the LWDA’s share of the  
17 settlement of civil penalties paid under this Agreement pursuant to the PAGA and  
18 \$1,250.00 to the PAGA Member Settlement Amount for distribution to the PAGA  
19 Members. If the Court approves a PAGA Payment of less than \$5,000.00, the other terms  
20 of the settlement will remain in effect and the remainder will be retained in the Net  
21 Settlement Amount for distribution to Participating Class Members. In the event the  
22 LWDA or the Court rejects this allocation, the Parties will meet and confer with the Court  
23 and the LWDA to reach a penalty allocation acceptable to all parties that does not  
24 materially alter the terms of Settlement, nor require Defendants to pay more than the Gross  
25 Settlement Amount.

26 d. To the Settlement Administrator. The Settlement Administrator will pay the Settlement  
27 Administration Costs out of the Gross Settlement Amount to itself as approved by the  
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1 Court in an amount not to exceed \$7,500. These reasonable fees and costs shall include all  
2 costs of administering the Settlement, including but not limited, to all tax document  
3 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator;  
4 all costs and fees associated with preparing, issuing and mailing any and all notices and  
5 other correspondence to Class Members; all costs and fees associated with computing,  
6 processing, reviewing, and paying the Settlement Shares, and resolving disputed claims; all  
7 costs and fees associated with calculating tax withholdings and payroll taxes and making  
8 related payment to federal state tax authorities and issuing tax forms relating to payments  
9 made under the Settlement; all fees and costs associated with any other payments to be  
10 made out of or into the Settlement Fund; all costs and fees associated with preparing any  
11 tax returns and any other filings required by any governmental taxing authority or agency;  
12 all costs and fees associated with preparing any other notices, reports, or filings to be  
13 prepared in the course of administering disbursements from the Settlement Fund; and any  
14 other costs and fees incurred and/or charged by the Settlement Administrator in connection  
15 with the execution of its duties under this Agreement. To the extent the Settlement  
16 Administration Costs approved by the Court are less than \$7,500, the remainder will be  
17 retained in the Net Settlement Amount for distribution to Participating Class Members.

18 12. Calculation of Participating Class Members' Settlement Share. The Settlement  
19 Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating  
20 Class Member. No claim form will be required for a Participating Class Member to receive  
21 payment. The Settlement Share for each Participating Class Member will be calculated by dividing  
22 the number Miles Driven by the Participating Class Member during the Class Period by the Total  
23 Class Miles Driven by all Participating Class Members. That number is then multiplied by the Net  
24 Settlement Amount. The calculation can be represented by the following formula: Participating  
25 Class Member Settlement Share = (Miles Driven by Participating Class Member ÷ Total Class  
26 Miles Driven) x Net Settlement Amount.

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1           13.    Calculation of PAGA Member’s share of the PAGA Member Settlement Amount.

2 The Settlement Administrator will pay each PAGA Member a pro rata share of the PAGA  
3 Member Settlement Amount (totaling \$1,250). Each PAGA Member’s share of the PAGA  
4 Member Settlement Amount will be calculated by dividing the number Miles Driven by the  
5 PAGA Member by Total PAGA Member Miles Driven. That number is then multiplied by the  
6 PAGA Member Settlement Amount. The calculation can be represented by the following formula:  
7  $\text{pro rata share} = (\text{Miles Driven by PAGA Member} \div \text{Total PAGA Member Miles Driven}) \times \text{PAGA}$   
8  $\text{Member Settlement Amount}$ . PAGA Members who exclude themselves from the Class Settlement  
9 shall still receive their pro-rata share of the PAGA Member Settlement Amount.

10           13.    Payments from the Gross Settlement Amount. The Settlement Administrator shall  
11 make all payments from the Gross Settlement Amount within 14 days of when the entire Gross  
12 Settlement Amount is deposited by Defendant with the Settlement Administrator. Specifically,  
13 within 14 calendar days of Defendant’s payment of the final Subsequent Settlement Payment, the  
14 Settlement Administrator shall pay the Class Representative Enhancement Award, the Class  
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment and the Settlement  
16 Administration Costs. Should Defendant pay the entire Gross Settlement Amount before it is  
17 otherwise payable under this Agreement, the Settlement Administrator shall issue payments from  
18 the Gross Settlement Amount within 14 days.

19           14.    Payments from the Net Settlement Amount. The Settlement Administrator shall  
20 make all payments from the Net Settlement Amount within 14 days of when the entire Gross  
21 Settlement Amount is deposited by Defendant with the Settlement Administrator. Specifically,  
22 within 14 calendar days of Defendant’s payment of the final Subsequent Settlement Payment, the  
23 Settlement Administrator shall pay each Participating Class Member his or her Settlement Share.  
24 Should Defendant pay the entire Gross Settlement Amount before it is otherwise payable under  
25 this Agreement, the Settlement Administrator shall pay each Participating Class Member his or  
26 her Settlement Share within 14 days.

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1 15. Installment Payments from the PAGA Member Settlement Amount. The Settlement  
2 Administrator shall make all payments from the PAGA Member Settlement Amount, within 14  
3 days of when the entire Gross Settlement Amount is deposited by Defendant with the Settlement  
4 Administrator. Specifically, within 14 calendar days of Defendant’s payment of the final  
5 Subsequent Settlement Payment, the Settlement Administrator shall pay each PAGA Member’s  
6 pro rata share of the PAGA Member Settlement Amount. Should Defendant pay the entire Gross  
7 Settlement Amount before it is otherwise payable under this Agreement, the Settlement  
8 Administrator shall pay each PAGA Member’s pro rata share of the PAGA Member Settlement  
9 Amount within 14 days

10 16. Tax Treatment of Settlement Payments Because all such amounts represent expense  
11 reimbursement, each Class Member’s Settlement Share from the Net Settlement Amount shall be  
12 paid in full without payroll tax withholding. However, each PAGA Member’s pro rata share of the  
13 PAGA Member Settlement Amount shall be subject to standard withholding by the Settlement  
14 Administrator.

15 **IV. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

16 1. Within fifteen (15) days following the Court’s entry of an Order Granting  
17 Preliminary Approval of the Settlement, Defendant shall provide the Class Information to the  
18 Settlement Administrator.

19 2. Using best efforts to mail it as soon as possible, and in no event later than fourteen  
20 (14) calendar days after receiving the Class Information, the Settlement Administrator will mail  
21 the Notice to all Class Members via first-class regular U.S. Mail using the mailing address  
22 information provided by Defendant, unless modified by any updated address information that the  
23 Settlement Administrator obtains in the course of administration of the Settlement.

24 3. If a Notice is returned because of an incorrect address, the Settlement  
25 Administrator will promptly, and not longer than ten (10) calendar days from receipt of the  
26 returned Notice, search for a more current address for the Class Member in the National Change of  
27 Address database and re-mail the Notice to the Class Member. The Settlement Administrator will

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1 use the Class Information and otherwise work with Defendant to locate a more current address.  
2 The Settlement Administrator will be responsible for taking reasonable steps, consistent with its  
3 agreed upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according  
4 to the following deadlines, to trace the mailing address of any Class Member for whom a Notice is  
5 returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a  
6 minimum, the tracking of all undelivered mail; performing address searches in the National  
7 Change of Address database for all mail returned without a forwarding address; and promptly re-  
8 mailing to Class Members for whom new addresses are found. If the Notice is re-mailed, the  
9 Settlement Administrator will note for its own records and notify Class Counsel and Defendants'  
10 Counsel of the date and address of each such re-mailing as part of a weekly status report provided  
11 to the Parties. A returned Notice will be forwarded at most only once per Class Member by the  
12 Settlement Administrator. Upon completion of these steps by the Settlement Administrator, the  
13 Parties shall be deemed to have satisfied their obligation to provide the Class Notice Packet to the  
14 affected member of the Class.

15 4. As part of its weekly status report, the Settlement Administrator will inform Class  
16 Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it  
17 receives (including the numbers of valid and deficient), and number of objections received.

18 5. Settlement Administrator will provide the Parties for filing with the Court a  
19 declaration of due diligence setting forth its compliance with its obligations under this Agreement  
20 and detailing the Elections Not to Participate in Settlement it received (including the numbers of  
21 valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the  
22 Settlement Administrator will supplement its declaration of due diligence if any material changes  
23 occur from the date of the filing of its prior declaration.

24 6. Class Members shall have forty-five (45) days from the initial mailing of the Notice  
25 by the Settlement Administrator to submit an Election Not to Participate in Settlement to the  
26 Settlement Administrator. Any Class Member whose Notice is returned because of an incorrect  
27 address and is thereafter re-mailed by the Settlement Administrator, shall have an additional 14  
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1 days to submit an Election Not to Participate in Settlement to the Settlement Administrator. If  
2 disputes about the validity or timeliness of any Election Not to Participate in Settlement arise, the  
3 Parties shall meet and confer. If the Parties cannot resolve the dispute, the Court shall make a  
4 final and binding determination as to whether the Election Not to Participate in Settlement shall be  
5 deemed valid.

6 7. Class Members who submit a timely and valid Election Not to Participate in  
7 Settlement will not be bound by the release provisions of the Settlement and will not be entitled to  
8 receive any settlement benefits under the Settlement.

9 8. If more than 5% of the Class Members submit valid Elections Not to Participate in  
10 Settlement, Defendant, at its sole option, may abrogate the Settlement, in which case the  
11 Settlement shall be null and void. Defendant shall exercise this right within ten (10) days after  
12 notification by the Settlement Administrator of the total number of Class Members who submitted  
13 a valid Election Not to Participate in Settlement. If Defendant abrogates the Settlement pursuant  
14 to this paragraph, Defendant shall pay the Settlement Administrator for the costs of settlement  
15 administration prior to receiving notice from Defendant about abrogation of the Settlement.

16 9. Class Members shall have forty-five (45) days from the initial mailing of the Notice  
17 Packet by the Settlement Administrator to submit any objections to the Settlement and advise of  
18 their desire to appear at the Final Fairness Hearing. Any Class Member whose Notice is returned  
19 because of an incorrect address and is thereafter re-mailed by the Settlement Administrator, shall  
20 have an additional 14 days to submit an objection to the Settlement Administrator. The Class  
21 Notice shall include specific instructions to Class Members for submitting objections, which must  
22 be sent in writing to the Settlement Administrator. However, any Class Member who appears at  
23 the Final Approval Hearing may make an oral objection and be heard by the Court, regardless of  
24 whether the Class Member submitted a timely written objection.

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26 **V. RELEASE OF CLAIMS**  
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1           1.     Release by Class Representative: Plaintiff (as well as his spouse, heirs, executors,  
2 administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all  
3 claims against Released Parties which shall include without limitation any and all claims which in  
4 any way relate to his employment with Defendant, under State or Federal law, in tort, common  
5 law, statute, contract, or equity, whether pled in the Complaints or not, including but not limited to  
6 any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code,  
7 or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based  
8 on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date  
9 of execution hereof. Plaintiff further expressly waives and relinquishes, to the fullest extent  
10 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,  
11 which provides: “**A general release does not extend to claims which the creditor or releasing**  
12 **party does not know or suspect to exist in his or her favor at the time of executing the release**  
13 **and that, if known by him or her, would have materially affected his or her settlement with**  
14 **the debtor or released party.**”

15                                   **VI. NOTICE AND PRELIMINARY APPROVAL OF SETTLEMENT**

16           1.     As part of this Settlement, Plaintiff will request that the Court: (a) grant preliminary  
17 approval of the Settlement, (b) certify a Settlement Class, (c) approve distribution of Notice to  
18 Settlement Class Members, and (d) grant final approval of the Settlement. Plaintiff shall request a  
19 hearing before the Court to obtain preliminary approval of the Settlement. In conjunction with the  
20 hearing, Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and  
21 will include a proposed Notice, attached hereto as Exhibit A, as necessary to implement the  
22 Settlement.

23           2.     In accordance with the Court’s Order Granting Preliminary Approval of the  
24 Settlement, Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members  
25 and the time for Class Members to request exclusion from or make an objection to the Settlement  
26 has expired, shall move the Court for the entry of an Order Granting Final Approval of the  
27 Settlement.

1           3.       This Settlement shall not take effect until the Court has entered an order granting  
2 final approval of the Settlement and that order has become final after any objections to the  
3 Settlement or any appeals from the order granting final approval of the Settlement have been  
4 resolved. If for any reason this Settlement is materially modified on appeal, then this Settlement  
5 will become null and void and no payment under this Settlement will be made.

6           4.       The Parties agree to waive appeals from the Court’s order granting final approval  
7 of the Settlement with the following exceptions: (1) the Parties may appeal if the Court materially  
8 modifies the Settlement; and (2) Plaintiff may appeal if the Court awards a Class Counsel Fees  
9 Payment, Class Counsel Litigation Expenses Payment” or a Class Representative Enhancement  
10 Award in an amount less than requested by Plaintiff. Any appeal with respect to the amount of  
11 attorneys’ fees, expenses, costs, or Class Representative Enhancement Award shall not affect the  
12 finality of the Settlement in any other regard or delay the payment of settlement benefits to Class  
13 Members or the payment of administration costs to the Settlement Administrator.

14           5.       Final Settlement Approval Hearing and Entry of Final Judgment. With the Court’s  
15 permission, a Final Approval Hearing shall be conducted to determine final approval of the  
16 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class  
17 Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the Settlement  
18 Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule of Court 3.769(h),  
19 after granting final approval, the Court shall retain jurisdiction over the Parties to enforce the  
20 terms of the judgment.

21           6.       Omitted Class Members. If additional individuals not originally included on the  
22 Class List provided to the Settlement Administrator are discovered after Class Notices have been  
23 distributed and no later than thirty-five (35) calendar days before the Effective Date as defined in  
24 this Agreement, Defendant shall, in good faith, decide as to whether those individuals should be  
25 deemed Settlement Class Members and entitled to participate in the Settlement. If Defendant  
26 determines that the omitted individual is a Settlement Class Member, the third-party administrator  
27 shall mail the individual a Class Notice and recalculate the Individual Settlement Payments of all  
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1 Settlement Class Members by the formula set forth herein to include any additional Weeks  
2 Worked by any additional individuals determined to be Settlement Class Members. The omitted  
3 Class Member will have until the calendar day before Initial Settlement Payments are mailed by  
4 the Settlement administrator as provided in this Agreement to submit an Election Not to  
5 Participate in Settlement or objection to the Settlement. If additional individuals not originally  
6 included on the Class List are discovered later than thirty-five (35 days) before the Effective Date,  
7 those individuals shall not be deemed Settlement Class Members, will not receive payment, and  
8 will not release claims against Defendant or Released Parties. In the event there is a dispute  
9 regarding the Total Weeks Worked by the omitted Class Member, the provisions of this  
10 Agreement shall govern the dispute regarding the Total Weeks Worked by the omitted Class  
11 Member.

12 7. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an  
13 order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the  
14 Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the  
15 Settlement does not become final for any other reason, except the scenario in which Defendant  
16 exercises its right to terminate the Settlement based on receipt of the requisite number of  
17 workweeks associated with valid Election Not to Participate in Settlement, this Settlement  
18 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of  
19 this Settlement shall be treated as void from the beginning. In such case, Defendant shall not  
20 make any payment under this Agreement, and the Parties shall proceed in all respects as if this  
21 Agreement had not been executed, except that any fees already incurred by the Settlement  
22 Administrator shall be paid by the Parties, which shall be allocated fifty percent (50%) to Plaintiff  
23 and fifty percent (50%) to Defendant.

24 8. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement  
25 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and  
26 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,  
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1 vacations, holiday pay, retirement plans, worker’s compensation, unemployment insurance, etc.)  
2 of the Plaintiff or Settlement Class Members.

3 **VII. MISCELLANEOUS**

4 1. **Publicity.** The Parties and their counsel agree that they will not speak or  
5 correspond with the media regarding or publish on any social media platform, internet site, or  
6 mobile application any information about the fact, amount, or terms of the settlement. If counsel  
7 for either party receives an inquiry about the settlement from the media or other attorneys, counsel  
8 may respond only after the motion for preliminary approval has been filed and only by confirming  
9 the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from  
10 making any required disclosure.

11 2. **No Admission by Defendant.** Defendant denies any and all claims alleged in this  
12 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission  
13 of any liability or wrongdoing by Defendant, and it shall not be used against Defendant as an  
14 admission with respect to any claim of fault, concession, or omission by Defendant.

15 3. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in  
16 the attached **Exhibit A**, which is incorporated by this reference as though fully set forth herein.  
17 The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this  
18 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of  
19 this Agreement are inserted for convenience of reference only.

20 4. **Interim Stay of Proceedings.** Upon full execution of this Agreement, the Parties  
21 agree that based upon Code of Civil Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be  
22 stayed in its entirety except for the proceedings necessary to implement and complete the  
23 Settlement.

24 5. **Amendment or Modification.** This Agreement may be amended or modified only  
25 by a written instrument signed by counsel for all Parties or their successors-in-interest.

26 6. **Entire Agreement.** This Agreement constitutes, including **Exhibit A**, the entire  
27 Agreement among these Parties, and no oral or written representations, warranties or inducements  
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1 have been made to any Party concerning this Agreement or its exhibit other than the  
2 representations, warranties and covenants contained and memorialized in the Agreement and its  
3 exhibit.

4 7. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant  
5 and represent they are expressly authorized by the Party whom they each represent to negotiate  
6 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
7 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
8 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
9 other and use their best efforts to effect the implementation of the Settlement. In the event the  
10 Parties are unable to reach an agreement on the form or content of any document needed to  
11 implement the Settlement, or on any supplemental provisions that may become necessary to  
12 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
13 such disagreement. The person signing this Agreement on behalf of Defendant represents and  
14 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. The person  
15 signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to  
16 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this  
17 Settlement to a third-party.

18 8. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
19 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 9. California Law Governs. All terms of this Agreement and the exhibit hereto shall  
21 be governed by and interpreted according to the laws of the State of California.

22 10. Counterparts. This Agreement may be executed in one or more counterparts. All  
23 executed counterparts together shall be deemed to be one and the same instrument.

24 11. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
25 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
26 Settlement after extensive negotiations, considering all relevant factors, present and potential.

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Law Offices of Corbett H. Williams


1 12. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the  
2 Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
3 implementation and enforcement of the terms of this Agreement and all orders and judgments  
4 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction  
5 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in  
6 this Agreement and all orders and judgments entered in connection therewith.

7 13. Invalidity of Any Provision. Before declaring any provision of this Agreement  
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
10 enforceable.

11 **IT IS SO AGREED.**

12 **Plaintiff**

13 Dated: November 29, 2022

DocuSigned by:  
  
Dany Stasolla

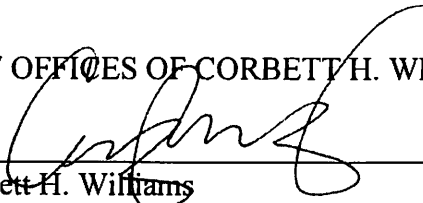
15 **Defendant**

17 Dated: November 29, 2022

\_\_\_\_\_  
James Damask  
INDO CALI OPERATIONS, INC.

19 **APPROVED AS TO FORM**

21 DATED: November 29, 2022

LAW OFFICES OF CORBETT H. WILLIAMS  
By:   
Corbett H. Williams  
Attorneys for Plaintiff Dany Stasolla and the  
Proposed Class



**Law Offices of Corbett H. Williams**

1           12.    Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the  
2 Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
3 implementation and enforcement of the terms of this Agreement and all orders and judgments  
4 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction  
5 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in  
6 this Agreement and all orders and judgments entered in connection therewith.

7           13.    Invalidity of Any Provision. Before declaring any provision of this Agreement  
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
10 enforceable.

11 **IT IS SO AGREED.**

12 **Plaintiff**

13 Dated: November 29, 2022

\_\_\_\_\_  
Dany Stasolla

15 **Defendant**

16  
17 Dated: November 29, 2022

DocuSigned by:  
  
\_\_\_\_\_  
001D7057036E45C...  
James Damask  
INDO CALI OPERATIONS, INC.

19 **APPROVED AS TO FORM**

20  
21 DATED: November 29, 2022

LAW OFFICES OF CORBETT H. WILLIAMS

22  
23 By: \_\_\_\_\_  
24 Corbett H. Williams  
25 Attorneys for Plaintiff Dany Stasolla and the  
26 Proposed Class  
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Law Offices of Corbett H. Williams

DATED: November 29, 2022

FREEMAN MATHIS & GARY, LLP

By: 

\_\_\_\_\_  
John K. Rubiner  
Attorneys for Defendant  
INDO CALI OPERATIONS



# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

***(Stasolla v. Indo Cali Operations, Case No. 21STCV10448)***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT  
ACT, PLEASE READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing and Receive a Payment</b>	<p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;Est.SettAmt&gt;&gt;. See the explanation below.</b></p> <p>In addition to your Settlement Share, you will receive an estimated payment of \$&lt;&lt;Est.PAGAAmt&gt;&gt;, as your portion of \$5,000 allocated to settlement of claims for civil penalties under the California Private Attorneys General Act, California Labor Code Section 2698, <i>et seq.</i> (“PAGA”)</p> <p>After final approval by the Court, the payments will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.</p>
<b>Exclude Yourself from the Class Settlement</b>	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement of Class Action Claims.</b></p> <p>Instructions are set forth below.</p>
<b>Object to the Settlement</b>	<p>You may write to the Court about why you do not like the settlement. Directions are provided below.</p>

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Dany Stasolla (“Plaintiff”) and Defendant Indo Cali Operations. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

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

The “Class Period” is the period of time running from March 17, 2017 through April 3, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## **2. What is this class action lawsuit about?**

On March 17, 2021, Plaintiff Dany Stasolla filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting claims that Defendant: (a) Failed to indemnify necessary expenditures in violation of California Labor Code § 2802; (b) Violated California Business and Professions Code § 17200 *et seq.*; and (c) Violated the Private Attorney General Act, Cal. Labor Code §§ 2689 *et seq.* (“PAGA”).

On January 3, 2022, the Parties participated in an all-day mediation with Jeffrey Krivis, a respected mediator of wage and hour class actions and reached a Settlement through the mediation. The Court granted preliminary approval of the Settlement on <<Date>>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the Law Offices of Corbett H. Williams to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contends that (and continues to contend) that the Action could not properly be maintained as a class action; that Defendants reimbursed all necessary business expenses, did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of \$150,000 (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, and the Class Representative Service Payment to the Plaintiff. Defendant will pay the Gross Settlement amount by depositing the money with the Settlement Administrator.

Defendant will pay the Gross Settlement amount an installment basis. An initial payment of \$75,000 is due within 30 days after the Judgment becomes Final (“Initial Settlement Payment”). “Final” means the date the Judgment is no longer subject to appeal.

Defendant will pay the he remaining \$75,000 in equal installments of \$6,250 payable beginning 30 days after the Initial Settlement Payment is made and recurring every 30 days thereafter until the

entire Gross Settlement Amount is deposited with the Settlement Administrator (“Subsequent Installment Payment(s)”).

The Settlement Administrator will pay all amounts from the Gross Settlement Amount, including Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, and the Class Representative Service Payment to the Plaintiff within 14 days after the entire Gross Settlement Amount has been paid by the Defendant. Settlement funds will be deposited in an interest-bearing account and all interest earned will be distributed to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,500, for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than \$50,000 (33 1/3 % of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of not more than \$12,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to \$5,000.00 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks he undertook.
- PAGA Payment. A payment of \$5,000 relating to Plaintiffs’ claim under the Private Attorney General’s Act (“PAGA”), \$3,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$1,250 (“PAGA Member Settlement Amount”) will be distributed to “PAGA Members.” You are a PAGA Member if you worked as a delivery driver for Indo Cali Operations from March 16, 2020 through April 3, 2022.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who **do not** request exclusion from the settlement (“Participating Class Members”).

The Settlement Share for each Participating Class Member will be calculated by dividing the number of Miles driven for work purposes by the Participating Class Member by the Total Miles Driven for work purposes by all Participating Class Members. That number is then multiplied by the Net Settlement Amount. The calculation can be represented by the following formula: Participating Class Member Settlement Share = (Miles Driven by Participating Class Member ÷ Total Miles Driven by Participating Class Members) x Net Settlement Amount.

- Calculation of Payments to PAGA Members. The Settlement Administrator will pay each PAGA Member a pro rata share of the PAGA Member Settlement Amount (totaling \$1,250). Each PAGA Member's share of the PAGA Member Settlement Amount will be calculated by dividing the number Miles Driven for work purposes by the PAGA Member by the total number of Miles Driven for work purposes by all PAGA Members. That number is then multiplied by the PAGA Member Settlement Amount. The calculation can be represented by the following formula: pro rata share = (Miles Driven by PAGA Member ÷ Total Miles Driven by PAGA Members) x PAGA Member Settlement Amount. **PAGA Members who exclude themselves from the Class Settlement will still receive their pro-rata share of the PAGA Member Settlement Amount.**

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share and PAGA Member Settlement Amount (if applicable) to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

##### Released Claims.

As of the Effective Date, Plaintiff and the Settlement Class Members who are not excluded from this Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendant and Released Parties from the Released Claims as consideration for Defendant's payment of the Gross Settlement Amount.

Upon entry of final judgment, each Participating Class Member will release Defendant, and all of its parents, subsidiaries, affiliates, shareholders, agents, employees (current and former), officers, directors, insurers, attorneys, predecessors, successors, and assigns, including Defendants' respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, from all claims rights, demands, liabilities, and causes of action, whether statutory, in tort, contract,

or otherwise, alleged in the Operative Complaint, arising during the Class Period, including, but not limited to, claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for unreimbursed business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq* arising therefrom. Class Release also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies resulting from this Settlement by any member of the Settlement Class. The release also includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies resulting from this Settlement by any member of the Settlement Class.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

As of the Effective Date, Plaintiff and the PAGA Members, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendant and Released Parties from the PAGA Released Claims in consideration for payment of the PAGA Payment and PAGA Member Settlement Amount.

The Settlement also resolves claims Plaintiff has asserted under the PAGA and includes a release by all PAGA Members of 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). Considering the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class Settlement shall still receive their pro-rata share of the twenty-five percent (25%) of PAGA settlement (*i.e.*, the \$1,250), to be calculated by the Settlement Administrator. This release will be effective as to all PAGA Members, even if they exclude themselves from the Class Settlement.

#### **5. How much will my payment be?**

**Defendants' records reflect that you have <<weeks>> work-weeks/work-days worked during the Class Period (March 17, 2017 to April 3, 2022).**



**Based on this information and the calculations explained above, your estimated Settlement Share is \$<<Est.SettAmt>> and your estimated portion of the \$5,000 allocated to settlement of claims for civil penalties under the PAGA is \$<<Est.PAGAAmt>>.**

If you wish to dispute the amount of your estimated Settlement Share, you must submit a written, signed dispute challenging the information along with any supporting documentation, to the Settlement Administrator at *Stasolla v. Indo Cali Operations*, c/o Phoenix Settlement Administrators, P.O. Box 7208 Orange, California 92863 no later than <<Date>>.

#### **6. How can I get a payment?**

**To receive a Settlement Share payment, you do not have to do anything.** A check for your Settlement Share and PAGA Member Settlement Amount (if applicable) will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator at (800) 523-5773.

The Court will hold a hearing on <<Date>> to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, initial installment payments will be mailed within 14 days after this hearing. If there are objections or appeals, resolving them can take time. Please be patient.

#### **7. What if I don't want to be a part of the Class Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms.** However, if you are a PAGA Member and the Court approves the Settlement, you will still receive a pro rata share of the PAGA Member Settlement Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than <<Date>>. The address for the Settlement Administrator is *Stasolla v. Indo Cali Operations*, c/o Phoenix Settlement Administrators, P.O. Box 7208 Orange, California 92863. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Stasolla v. Indo Cali Operations, Case No. 21STCV10448*."

The address for the Settlement Administrator is *Stasolla v. Indo Cali Operations*, c/o Phoenix Settlement Administrators, P.O. Box 7208 Orange, California 92863. Written requests for exclusion that are postmarked after <<Date>>, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I don't like the Settlement?**

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval

hearing. All objections or other correspondence must also state the name and number of the case, which is *Stasolla v. Indo Cali Operations*, Case No. 21STCV10448.

Any Class Member who appears at the Final Approval Hearing may make an oral objection and be heard by the Court, regardless of whether the Class Member submitted a timely written objection. More information on attending the Final Approval Hearing can be found in Section 9 below.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**The objections must be delivered or mailed to the Settlement Administrator no later than <<Date>> with copies provided to the Parties' counsel.** The address for the Settlement Administrator is *Stasolla v. Indo Cali Operations*, c/o Phoenix Settlement Administrators, P.O. Box 7208 Orange, California 92863.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Corbett H. Williams, Esq.  
Law Offices of Corbett H. Williams  
24422 Avenida de la Carlota, Suite 370  
Laguna Hills, CA 92653  
Tel: (949) 679-9909  
Email: cwilliams@chwilliamslaw.com  
Website: www.chwilliamslaw.com

**Counsel for Defendant:**

John Rubner, Esq.  
Freeman Mathis Gary, LLP  
550 Hope Street, Suite 2200  
Los Angeles, CA 90071  
Email: jrubiner@fmglaw.com  
Website: www.fmglaw.com

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at <<Time>> on <<Date>>, at the Los Angeles County Superior Court, located at 312 North Spring Street in Department 7, Second Floor before Judge Amy D. Hogue. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

If you do decide to attend the Final Approval hearing in person, please be aware that effective April 4, 2022, the Los Angeles County Superior Court strongly recommends that face masks be worn inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Further information about public health protocol for the Los Angeles County Superior Court is available at its website, [www.lacourt.org](http://www.lacourt.org).

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at (800) 523-5773 or write to Stasolla v. Indo Cali Operations, c/o Phoenix Settlement Administrators, P.O. Box 7208 Orange, California 92863, or contact Class Counsel at 1-(949) 679-9909.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by visiting the following website:

<<URL>>

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Bet Tzedek Legal Services, 3250 Wilshire Blvd., 13th Floor, Los Angeles, CA 90010 in accordance with Code of Civil Procedure Section 384 in the name of the Participating Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.