

FILED

Superior Court of California
County of Los Angeles

01/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DANY STASOLLA in his individual and
representative capacities,)

Plaintiff,)

v.)

INDO CALI OPERATIONS, a California
corporation and DOES 1 through 10,
inclusive,)

Defendants.)

Case No.: 21STCV10448

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

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Law Offices of Corbett H. Williams
Electronically Received 01/17/2023 12:00 AM

1 The Motion for Preliminary Approval of Class Action Settlement by Dany Stasolla
2 (“Plaintiff”) came on for hearing before this Court, the Honorable Amy D. Hogue presiding. The
3 Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS**
4 **THE FOLLOWING:**

5 1. The Court grants preliminary approval to the Settlement based on the terms set
6 forth in Class Action Settlement Agreement (“Agreement”). This Order incorporates by reference
7 the definitions in the Agreement, and all terms defined therein shall have the same meaning in this
8 Order as set forth in the Agreement.

9 2. The Settlement provides for Defendant Indo Cali Operations (“Defendant”) to pay
10 the Gross Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000). The Court
11 preliminarily finds that the Settlement is fair, adequate, and reasonable to the Class, and
12 preliminarily approves the terms of the settlement. This preliminary approval is subject to the
13 objections of Class Members and final review by the Court.

14 3. Final Approval Hearing shall be held before this Court on May ~~15~~¹⁶, 2023 at 10:00
15 a.m. in Department 7 of the Superior Court of the State of California for the County of Los
16 Angeles, located at 312 N. Spring St., Los Angeles, CA 90012, to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
18 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
19 finally approved by the Court; whether an Order Granting Final Approval should be entered;
20 whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
21 and reasonable to the Class Members; and whether to finally approve the PAGA payment, the
22 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class
23 Representative Service Payment to the Plaintiff, and Settlement Administration Expenses. The
24 motion for final approval and the motion for award of attorneys’ fees and costs shall be filed no
25 later than sixteen (16) court days before the Final Approval Hearing.

26 4. The Court recognizes that Plaintiff and Defendant stipulate and agree to
27 certification of the Class for settlement purposes only. This stipulation will not be deemed
28

1 admissible in this or any other proceeding should this Settlement not become final. Whether or not
2 the settlement is finally approved, neither the Agreement, nor any document, statement,
3 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
4 admission by Defendant or any of the Released Parties, Plaintiff, or any person within the
5 definition of the Class.

6 5. For settlement purposes only, the Court certifies the following Class: “All delivery
7 drivers employed by Indo Cali Operations from March 17, 2017 to April 3, 2022.”

8 6. The Court preliminarily approves Plaintiff as the representative of the Class. The
9 Court preliminarily approves Law Offices of Corbett H. Williams as counsel for the Class (“Class
10 Counsel”).

11 7. The Agreement provides for an attorney’s fees award not to exceed one-third 1/3 of
12 the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$12,000,
13 and proposed Class Representative Service Payments to Plaintiff in an amount not to exceed
14 \$5,000. While these awards appear to be within the range of reasonableness, the Court will not
15 approve the amount of attorney’s fees and costs until the Final Approval Hearing. Similarly, the
16 Court will not decide the amount of any Class Representative Service Payment until the Final
17 Approval Hearing. Plaintiff will be required to present evidence supporting these requests,
18 including lodestar, prior to final approval.

19 8. The Court hereby approves, as to form and content, the Class Notice attached as
20 Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice substantially
21 in the manner and form set forth in the Agreement and this Order meets the requirements of due
22 process, is the best notice practicable under the circumstances, and shall constitute due and
23 sufficient notice to all persons entitled thereto.

24 9. The Court hereby approves on a preliminary basis the Gross Settlement Amount as
25 provided for in the Agreement. It appears to the Court on a preliminary basis that the settlement
26 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
27 balanced against the probable outcome of further litigation relating to liability and damages issues.

28

1 It further appears that investigation and research have been conducted such that counsel for the
2 Parties at this time are able to reasonably evaluate their respective positions. It further appears to
3 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well
4 as avoid the delay and risks that would be presented by the further prosecution of the Action. It
5 further appears that the Settlement has been reached as the result of intensive, serious and non-
6 collusive, arms-length negotiations before an experienced mediator.

7 10. The Court hereby appoints Phoenix Settlement Administrators as Settlement
8 Administrator. Within 15 days of this Order, Defendant will provide to the Settlement Administrator
9 an electronic database containing each Class Member's Class Data. No event later than 14 days after
10 receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class
11 Members via first-class regular U.S. Mail to their last known address.

12 11. Any Class Member may choose to opt out of and be excluded from the Class as
13 provided in the Class Notice by following the instructions for requesting exclusion from the Class that
14 are set forth in the Class Notice. All requests for exclusion must be submitted within forty-five (45)
15 days from the date the Class Notice is first mailed. Any written request to opt out must comply with
16 the instructions in the Class Notice and be signed by each such person opting out. Class Members who
17 have not validly requested exclusion shall be bound by all determinations of the Court, the Agreement,
18 and the Judgment.

19 12. Any Class Member who has not opted out may appear at the final approval hearing
20 and may object or express their views regarding the Settlement, and may present evidence and file
21 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
22 the Court as provided in the Class Notice. Class Members will have forty-five (45) days from the
23 date the Class Notices are mailed to postmark their written objections to the Settlement
24 Administrator. Class Members who fail to timely submit objections in the manner specified above
25 shall be deemed to have waived any objections and shall be foreclosed from making any written
26 objection (whether by appeal or otherwise) to the Settlement. Class Members who fail to timely
27 submit a written objection may still appear at the Final Approval Hearing to present his or her
28

1 objection to the settlement orally.

2 13. Any Class Member whose Notice is returned because of an incorrect address and is
3 thereafter re-mailed by the Settlement Administrator, shall have an additional 14 days to request
4 exclusion from the Settlement or submit a written objection to the Settlement Administrator.

5 14. The Settlement is not a concession or admission, and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed
10 to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a
11 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,
12 omission, concession, or damage.

13 15. In the event the Settlement does not become effective in accordance with the terms of
14 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
16 shall revert to their respective positions as of before entering into the Agreement.

17 16. The Court reserves the right to adjourn or continue the date of the final approval
18 hearing and all dates provided for in the Agreement without further notice to Class Members, and
19 retains jurisdiction to consider all further applications arising out of or connected with the proposed
20 Settlement.

21 IT IS SO ORDERED.

22 DATED: 01/18/2023



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Judge of the Superior Court

28