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INDO CALI OPERATIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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,

Defendant.

) Case No. 21STCV10448

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

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.

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

7. “Class Release” and “Released Claims” mean each member of the Settlement Class, except those who submit a valid Election Not to Participate in Settlement, 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.

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

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

10. “Defendant” means Indo Cali Operations.

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

12. The “Effective Date” means the latest of the following: (a) if no Class Member makes an objection to the Settlement, the date the entire Gross Settlement Amount is deposited by Defendant with the Settlement Administrator; (b) if a Class Member objects to the Settlement, the

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.

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.

28. “PAGA Released Claims” means that each PAGA Member will release Defendant, and all of its parents, subsidiaries, affiliates, shareholders, agents, predecessors, successors, and assigns, including Defendants’ respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, from 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.

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

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

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

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

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

34. “Request for Exclusion” means a Settlement Class Member’s signed, written request to be excluded from or “opt out” of the Settlement.

35. “Settlement” or “Agreement” means this Stipulation and Agreement for Class Action Settlement and Release of Claims.

36. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, subject to Court approval, not to exceed \$7,500, subject to a good faith quote obtained by Class Counsel from the Settlement Administrator.

37. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral third-party administrator mutually agreed upon by the Parties, subject to approval by the Court.

38. “Settlement Class Members” means Class Members and all PAGA Members.

39. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

40. “Subsequent Settlement Payments” means the 12 equal installment payments of \$6,250 due and payable by Defendant 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.

41. “Total Class Miles Driven” means the total number of miles driven by all Settlement Class Members for work purposes during the Class Period.

42. “Total PAGA Member Miles Driven” means the total number of miles driven by PAGA Members during the PAGA Period.

II. RECITALS

1. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside, and the Settlement Class immediately decertified. The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on and shall not be admissible in or considered in connection

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.

6. The Parties agree that stipulation to this Agreement is for Settlement purposes only and if, for any reason, the Settlement is not approved, the Agreement will be of no force or effect. In such event, nothing in the Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Actions; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this Action as if this Agreement never existed. Defendant expressly reserves its' rights to challenge the propriety of class certification should the Court not approve the Settlement.

III. TERMS OF AGREEMENT

1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000) to pay for the following: 1) the Settlement Administration Costs; 2) the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment awarded to Class Counsel; 3) the of Class Representative Enhancement Award awarded to Plaintiff; 4) the PAGA Payment and PAGA Member Settlement Amount; and 5) the Settlement Shares paid to Participating Class Members. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. Defendant shall pay, separately from the Gross Settlement Amount, Defendant's share of payroll taxes on the portion of settlement benefits allocated to wages, if any.

2. Attorneys' Fees, Expenses and Costs: Defendant will not oppose Class Counsel's application to the Court for an award of up to 33 1/3 percent of the Gross Settlement Amount (anticipated to be \$50,000.00) in attorneys' fees and reimbursement of up to \$12,000.00 for litigation costs and expenses, to compensate Class Counsel for the work already performed in this case and all work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, and ensuring that the Settlement is fairly administered and implemented. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their award of attorneys' fees and costs.

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.

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.

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

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

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

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

b. To Class Counsel. Class Counsel will apply to the Court for an award of not more than \$50,000.00 (33 1/3 % of the Gross Settlement Amount) as the Class Counsel Fees

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
28

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.

13. Calculation of PAGA Member's share of the PAGA Member Settlement Amount.

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 by the PAGA Member by Total PAGA Member Miles Driven. That number is then multiplied by the PAGA Member Settlement Amount. The calculation can be represented by the following formula: $\text{pro rata share} = (\text{Miles Driven by PAGA Member} \div \text{Total PAGA Member Miles Driven}) \times \text{PAGA Member Settlement Amount}$. PAGA Members who exclude themselves from the Class Settlement shall still receive their pro-rata share of the PAGA Member Settlement Amount.

13. Payments from the Gross Settlement Amount. The Settlement Administrator shall

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

14. Payments from the Net Settlement Amount. The Settlement Administrator shall

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

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

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

IV. NOTICE, EXCLUSION AND OBJECTION PROCEDURES

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

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

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

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
28

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.

25 26 **V. RELEASE OF CLAIMS**

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

VI. NOTICE AND PRELIMINARY APPROVAL OF SETTLEMENT

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

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

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

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

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

6. Omitted Class Members. If additional individuals not originally included on the Class List provided to the Settlement Administrator are discovered after Class Notices have been distributed and no later than thirty-five (35) calendar days before the Effective Date as defined in this Agreement, Defendant shall, in good faith, decide as to whether those individuals should be deemed Settlement Class Members and entitled to participate in the Settlement. If Defendant determines that the omitted individual is a Settlement Class Member, the third-party administrator shall mail the individual a Class Notice and recalculate the Individual Settlement Payments of all

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.,
27
28

vacations, holiday pay, retirement plans, worker's compensation, unemployment insurance, etc.) of the Plaintiff or Settlement Class Members.

VII. MISCELLANEOUS

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

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

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

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

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

6. **Entire Agreement.** This Agreement constitutes, including **Exhibit A**, the entire Agreement among these Parties, and no oral or written representations, warranties or inducements

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.
27
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12. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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

IT IS SO AGREED.

Plaintiff

Dated: November 29, 2022

DocuSigned by:


Dany Stasolla

Defendant

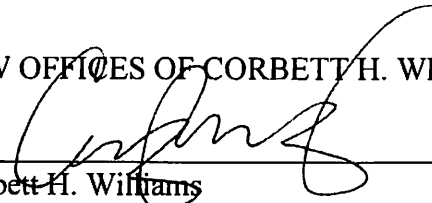
Dated: November 29, 2022

James Damask
INDO CALI OPERATIONS, INC.

APPROVED AS TO FORM

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

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

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

IT IS SO AGREED.

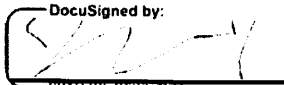
Plaintiff

Dated: November 29, 2022

Dany Stasolla

Defendant

Dated: November 29, 2022

DocuSigned by:

001D7057036E45C
James Damask
INDO CALI OPERATIONS, INC.

APPROVED AS TO FORM

DATED: November 29, 2022

LAW OFFICES OF CORBETT H. WILLIAMS

By: _____
Corbett H. Williams
Attorneys for Plaintiff Dany Stasolla and the
Proposed Class

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.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<Est.SettAmt>>. See the explanation below. In addition to your Settlement Share, you will receive an estimated payment of \$<<Est.PAGAAMt>>, 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”) 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.
Exclude Yourself from the Class Settlement	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 no money from the Settlement of Class Action Claims. Instructions are set forth below.
Object to the Settlement	You may write to the Court about why you do not like the settlement. Directions are provided below.

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. 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.

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.

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.