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FILED
Superior Court of California
County of Los Angeles
12/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Aguayo Deputy

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

GEOFFREY WILLIAMS, an individual, on
behalf of himself and other similarly aggrieved
employees and the State of California,

Plaintiff,

vs.

DAWSON DELIVERY LLC, a California
limited liability company; and **DOES 1-50**,

Defendants.

Case No.: 21CHCV0075

[Assigned to Elihu M. Berle]

CLASS ACTION

**~~PROPOSED~~ REVISED FINAL
ORDER APPROVING CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE; AND JUDGMENT**

Date: December 17, 2025
Time: 10:00 am
Department: SS6

1 The above-referenced class action (“Action”) having come before the Court on May 29,
2 2025, for a hearing and Final Order Approving Class Settlement and Judgment (“Final Order”),
3 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed
4 and entered January 21, 2025, and as set forth in the Second Modified Class Action and Class
5 Notice (collectively, the “Settlement” or “Settlement Agreement”) in the Action, and due and
6 adequate notice having been given to all Class Members, and Aggrieved Employees, as required
7 in the Preliminary Approval Order, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore,

9 **THE COURT HEREBY ORDERS AS FOLLOWS:**

10 1. For purposes of this Final Order, the Court incorporates by reference the
11 definitions in the Settlement Agreement, and all defined terms herein shall have the same
12 meaning as set forth in the Settlement Agreement.

13 2. Consistent with the definitions in the Settlement Agreement, the term “Class” is
14 defined as all current and former non-exempt, hourly paid employees of Defendant employed in
15 California at any time during the period from March 2, 2018 to December 18, 2024. “Aggrieved
16 Employees” is defined as all current and former non-exempt employees of Defendant employed
17 as delivery drivers in California at any time during the period from July 21, 2020 through
18 December 18, 2022. “Verified Settlement Class Members” are those Class Members who did
19 not submit a valid and timely Request for Exclusion from the Settlement. For purposes of the
20 Settlement and this Final Order, “Released Parties” shall mean Defendant and its past and
21 present directors, officers, shareholders, owners, members, managing agents, attorneys,
22 insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners,
23 contracting partners, and clients. This Court has jurisdiction over the subject matter of this
24 Action and over all Parties to this Action, including all Verified Settlement Class Members.

25 3. Distribution of the Notice directed to the Class Members as set forth in the
26 Settlement Agreement and the other matters set forth therein has been completed in conformity
27 with the Preliminary Approval Order, including individual notice to all Class Members who
28 could be identified through reasonable effort, and the best notice practicable under the

1 circumstances. The Notice provided due and adequate notice of the proceedings and of the
2 matters set forth therein, including the proposed Settlement set forth in the Settlement
3 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
4 of due process. All Class Members, Aggrieved Employees, Released Class Claims and
5 Released PAGA Claims are covered by and included within the Settlement and this Final Order.

6 4. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this Class Action and PAGA
10 Settlement under California law, including the provisions of California Code of Civil Procedure
11 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
12 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

13 5. The Court hereby approves the Settlement set forth in the Settlement Agreement,
14 and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which
15 is One Hundred Twenty Thousand Dollars [\$120,000]) is, in all respects, fair, adequate and
16 reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court
17 finds that the Settlement has been reached as a result of intensive, serious and non-collusive
18 arms-length negotiations. The Court further finds that the Parties have conducted extensive
19 investigation and research, and counsel for the Parties are able to reasonably evaluate their
20 respective positions. The Court also finds that Settlement at this time will avoid additional
21 substantial costs, as well as avoid the delay and risks that would be presented by the further
22 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
23 the Settlement and recognizes the significant value to the Verified Settlement Class Members.
24 The Court also finds that the Class is properly certified as a class for settlement purposes only.

25 6. As of the date of entry of this Final Order, each and every Released Class Claim
26 (as defined in the Settlement Agreement and set forth below) of each and every Verified
27 Settlement Class Member and the Released PAGA Claims of each and every Aggrieved
28 Employee is and shall be deemed to be conclusively released as against the Released Parties. As

1 of the date of this Final Order, the Class Representative, and each and every Verified Settlement
2 Class Member shall be deemed to fully forever, irrevocably and unconditionally release, and
3 discharge Defendants and the Released Parties from all claims under state, federal, and local
4 law arising out of the allegations made in the Action and in the Operative Complaint and that
5 reasonably arise or could have arisen out of the facts alleged in the Action and the Operative
6 Complaint, including alleged: (1) failure to provide meal periods and pay all meal period
7 premium wages, (2) failure to make available rest periods and pay all rest period premium
8 wages, (3) failure to pay all overtime wages, (4) failure to pay all minimum wages, (5) failure to
9 pay timely wages upon cessation of employment, (6) failure to reimburse business expenses,
10 and (7) unfair competition under Business and Professions Code §§ 17200 *et seq.* (“Released
11 Class Claims”). In addition, all Aggrieved Employees shall be deemed to fully and forever,
12 irrevocably and unconditionally release, and discharge the Released Parties from any and all
13 claims for violation of the California Private Attorneys General Act of 2004 (Labor Code §
14 2698, *et seq.*), predicated on the facts and/or claims alleged in the Action and the Operative
15 Complaint and/or any PAGA letter sent to the LWDA by Plaintiff or in any way premised in
16 whole or in part on any of the Released Class Claims that arose at any time during the PAGA
17 Period and ascertained during the Action. (“Released PAGA Claims”).

18 7. Neither the Settlement nor any of the terms set forth in the Settlement
19 Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final
20 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,
21 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
22 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
23 may be construed as, or may be used as, an admission by or against Defendant, or any of the
24 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
25 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
26 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
27 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
28 shall not be offered in evidence in any action or proceeding in any court, administrative agency

1 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
2 Order, the Settlement Agreement, the Released Class Claims and Released PAGA Claims, or
3 any related agreement or release. Notwithstanding these restrictions, any of the Released
4 Parties may file in the Action, or submit in any other proceeding, the Final Order, the
5 Settlement Agreement, and any other papers and records on file in the Action as evidence of the
6 Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of
7 claim or issue preclusion or similar defense as to the Released Class Claims and Released
8 PAGA Claims.

9 8. The Court hereby enters judgment in the entire Action as of the filing date of this
10 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
11 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
12 interpretation, implementation and enforcement of the Settlement and all orders entered in
13 connection therewith pursuant to California Code of Civil Procedure section 664.6.

14 9. The Court finds the settlement payments provided for under the Settlement to be
15 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
16 payments to be made and administered in accordance with the terms of the Settlement
17 Agreement.

18 10. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, and Ari E.
19 Moss of Moss Bollinger LLP as Class Counsel in the Action.

20 11. Pursuant to the terms of the Settlement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
22 the amount of \$40,000, and attorneys' costs in the amount of \$3,674.84 from the Gross
23 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
24 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
25 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
26 Paragraph shall be administered pursuant to the terms of the Settlement Agreement and
27 transferred and/or made payable to Class Counsel in the Action.

28 12. The Court also hereby approves and orders a service award to Plaintiff and Class

1 Representative Geoffrey Williams in the amount of \$6,500.00 from the Gross Settlement
2 Amount.

3 13. The Court also hereby approves and orders payment in the amount of \$2,250 from
4 the Gross Settlement Amount for 75% of the PAGA penalties, payable to the California Labor &
5 Workforce Development Agency ("LWDA"). The Court finds and determines that the parties
6 have satisfied the requirements of Section 2699(l)(2) of PAGA, by submitting the Settlement
7 Agreement to the LWDA.

8 14. The Court also hereby approves and orders payment from the Gross Settlement
9 Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix
10 Settlement Administrators, in the amount of \$9,250.

11 15. The Court also hereby approves and orders that any monies remaining in the
12 distribution account shall be distributed to Bet Tzedek Legal Services for the benefit of its
13 Employment Rights Clinic as the cy pres recipient pursuant to California Code of Civil
14 Procedure Section 384, subd. (b).

15 16. The Court also hereby finds and orders that the Settlement Agreement is and
16 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and the
17 Released PAGA Claims against Defendant and the Released Parties.

18 17. Provided the Settlement becomes effective under the terms of the Settlement
19 Agreement, the Court also hereby orders that Defendant will pay the Gross Settlement Amount
20 to the Settlement Administrator according to the funding schedule set forth in Paragraph 4.3 of
21 the Settlement Agreement, and that the Settlement Administrator will mail the Court-approved
22 Individual Settlement Payments to Verified Settlement Class Members and Aggrieved
23 Employees, including Plaintiff's Service Payment, within fifteen (15) calendar days, after the
24 Settlement is fully funded. Within fifteen (15) calendar days of Defendant fully funding the
25 Settlement, the Settlement Administrator will disburse all Court-approved payments to Class
26 Counsel and the LWDA.

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1 18. The Court also hereby finds that there were no objections to the Settlement
2 raised by any person on the record at the hearing on the Final Order.

3 19. The Court also hereby finds that there was only one putative class member who
4 opted out of the class portion of the settlement. The name of that person is Alejandro Arriaga.

5 20. The Court sets an Order to Show Cause re Compliance with this Final Order for
6 October 29, 2026, at 8:30 a.m. Plaintiff is ordered to submit a report and a declaration from the
7 administrator regarding distribution of the settlement by October 19, 2026.

8 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

9 Dated: 12/22/2025



Elihu M. Berle

JUDGE OF THE SUPERIOR COURT

Elihu M. Berle / Judge