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17 Attorneys for Defendant
INDIAN RIVER TRANSPORT CO.

19 UNITED STATES DISTRICT COURT
20 EASTERN DISTRICT OF CALIFORNIA

21 CHARLES W. COOLEY, GRADY
22 ANDERSON, NICHOLAS MARONE, on
behalf of themselves and all others
23 similarly situated,

24 Plaintiffs,

25 v.

26 INDIAN RIVER TRANSPORT CO.,

27 Defendant.

Case No. 1:18-CV-00491-WBS-BAM

**JOINT STIPULATION FOR
MODIFICATION OF THE ORDER RE:
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

1 **STIPULATION**

2 Plaintiffs Charles W. Cooley, Grady Anderson, and Nicholas Marone (collectively,
3 “Plaintiffs”) and Defendant Indian River Transport Co. (“Defendant”), by and through their
4 respective counsel of record, HEREBY STIPULATE AS FOLLOWS:

5 WHEREAS Plaintiff filed a First Amended Complaint (“FAC”) in June 2018 (Docket
6 No. 55);

7 WHEREAS the Parties reached an agreement to settle all claims asserted in the FAC
8 by Plaintiffs and the putative class against Defendant for \$1.4 million in September 2018;

9 WHEREAS the Parties executed a written settlement agreement in December 2018
10 (Docket No. 67-2);

11 WHEREAS Plaintiffs filed an unopposed motion for preliminary approval of the
12 proposed class, proposed class settlement, proposed class counsels’ fee and settlement allocation,
13 and proposed plan of notice in December 2018 (Docket No. 67);

14 WHEREAS this Court issued an Order re: Preliminary Approval of Class Settlement
15 on January 24, 2019 (Docket No. 71); and

16 WHEREAS the Parties have agreed to modify the timing of the settlement payment
17 set forth in the written agreement (Docket No. 67-2).

18 **IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

- 19
- 20 • Defendant will pay 30% of the settlement amount (\$420,000) within ten (10)
21 days of the date of the order granting this Stipulation;
 - 22 • Defendant will pay the remaining 70% of the settlement amount (\$980,000)
23 on or before September 15, 2019; and
 - 24 • Any portion of the settlement amount that is not paid within ten (10) days of
25 the date of his order will accrue simple interest at an annual rate of ten percent
26 (10%);
 - 27 • The interest accrued on the settlement amount will be due on or before
28 September 15, 2019; and

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- If Defendant misses any payment of the settlement amount as set forth above, the total outstanding settlement amount will be due immediately and Plaintiffs may request judgment be entered against Defendant.

Dated: February 12, 2019

/s/ Adrienne De Castro (as authorized on 02.12.19)
AASHISH Y. DESAI
ADRIANNE DE CASTRO
DESAI LAW FIRM, P.C.
Attorneys for Plaintiffs
CHARLES W. COOLEY, GRADY ANDERSON,
AND NICHOLAS MARONE

Dated: February 12, 2019

/s/ Britney N. Torres
RICHARD RAHM
BRITNEY N. TORRES
ALEXANDRA HEMENWAY
LITTLER MENDELSON, P.C.
Attorneys for Defendant
INDIAN RIVER TRANSPORT CO.

1 **[PROPOSED] ORDER**

2 The COURT, having considered the above stipulation, HEREBY ORDERS that:

3 The timing of the settlement payment set forth in the written class settlement
4 agreement entered into by the Parties (Docket No. 67-2) is modified as follows:

- 5 • Defendant will pay 30% of the settlement amount (\$420,000) within ten (10)
6 days of the date of the order granting this Stipulation;
- 7 • Defendant will pay the remaining 70% of the settlement amount (\$980,000)
8 on or before September 15, 2019; and
- 9 • Any portion of the settlement amount that is not paid within ten (10) days of
10 the date of his order will accrue simple interest at an annual rate of ten (10)
11 percent;
- 12 • The interest accrued on the settlement amount will be due on or before
13 September 15, 2019; and
- 14 • If Defendant misses any payment of the settlement amount as set forth above,
15 the total outstanding settlement amount will be due immediately and Plaintiffs
16 may request judgment be entered against Defendant.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 Dated: February 12, 2019

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20 WILLIAM B. SHUBB
21 UNITED STATES DISTRICT JUDGE