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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

CASE NO.: CGC-18-567868
CASE NO.: CJC-20-005068

POSTMATES CLASSIFICATION CASES

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Included Actions:

Winns v. Postmates, Inc., No. CGC-17-562282
(San Francisco Superior Court)

Rimler v. Postmates, Inc., No. CGC-18-567868
(San Francisco Superior Court.)

Brown v. Postmates, Inc., No. BC712974
(Los Angeles Superior Court)

Santana v. Postmates, Inc., No. BC720151
(Los Angeles Superior Court)

Vincent v. Postmates, Inc., No. RG19018205
(Alameda County Superior Court)

Altounian v. Postmates, Inc., No. CGC-20-
584366 (San Francisco Superior Court)

DECLARATION OF LINDSAY KLINE

1 I, LINDSAY KLINE, hereby declare:

2
3 1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”), the claims
4 administrator in the above-entitled action. Our corporate office address is 3194-C Airport Loop Dr.,
5 Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age
6 and authorized to make this declaration on behalf of Simpluris and myself.

7 2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa,
8 California. It was founded by individuals who have each managed hundreds of settlements, along with
9 professionals in the areas of software development, third-party claims administration, mail-house
10 operations, and call center support management.

11 3. Simpluris was approved by Counsel for Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn
12 Timmerman, and Joshua Albert (“Plaintiffs”) and Postmates Inc., (“Defendant”), (collectively the
13 “Parties”), and appointed by the Court in the Preliminary Approval Order entered on August 12, 2021,
14 to provide settlement administration services in Rimler et al. v. Postmates Inc. Case Nos. CGC-18-
15 567868, CJC-20-005068 (the “Settlement”). In this capacity, Simpluris was charged with (a)
16 establishing and maintaining a related settlement fund account; (b) establishing and maintaining a
17 calendar of administrative deadlines and responsibilities; (c) establishing and maintaining a settlement
18 email address and case specific website (info@PostmatesCaliforniaSettlement.com and
19 www.PostmatesCaliforniaSettlement.com); (d) emailing the Notice of Pendency of Class Action
20 Settlement and Hearing Date for Court Approval and Claim Form (“Notice Packet”) to Settlement
21 Class Members with an email address on file; (e) printing and mailing the Notice Packet to Settlement
22 Class Members whose email address was not available or for whom the initial email was undeliverable;
23 (f) receiving and validating Settlement Class Members’ requests for exclusion from the proposed
24 settlement, objections to the proposed settlement, requests for inclusion in the Settlement Class from
25 individuals who believe they were mistakenly excluded, and disputes regarding the information upon
26 which Settlement Class Members’ estimated share of the Settlement will be calculated; (g) processing
27 and mailing payments to the Plaintiffs, Settlement Class Members, Class Counsel, and the California
28

1 Labor and Workforce Development Agency; (h) providing counsel for the Parties with weekly reports;
2 and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

3 **NOTIFICATION TO THE CLASS**

4 4. On August 12, 2021, Simpluris received the Court-approved Notice Packet. The Notice
5 Packet advised Settlement Class Members of their right to request exclusion from the Settlement, object
6 to the Settlement, dispute the information used to calculate estimated settlement payments, or do
7 nothing, and the implications of each such action. The Notice Packet advised Settlement Class
8 Members of applicable deadlines and other events, including the Final Approval Hearing, and how
9 Settlement Class Members could obtain additional information.

10 5. On August 26, 2021, Defense Counsel provided Simpluris with a mailing list containing
11 Settlement Class Members' full names, most recent mailing address, email addresses, and Estimated
12 Miles driven during the Class Period (the "Settlement Class Information"). The Settlement Class
13 Information contained data for 721,634 Settlement Class Members.

14 6. The mailing addresses contained in the Settlement Class Information were processed and
15 updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the
17 event that any individual had filed a U.S. Postal Service change of address request, the address listed
18 with the NCOA would be utilized in connection with the mailing of the Class Notice.

19 7. Due to the size of the settlement class, Simpluris determined that it should use a tiered
20 email drop method (i.e., issuing the email notice over a three-day period) to prevent email hosts (such
21 as Gmail) from flagging the messages as "junk" or "spam" and therefore blocking the incoming
22 messages due to the high volume. Between September 1, 2021 and September 3, 2021, Simpluris
23 emailed the Notice Packet to 721,619 Settlement Class Members with email addresses available.¹ Of
24

25 _____
26 ¹ All emailed notices, regardless of whether sent on September 1, 2, or 3, 2021, indicated that the
27 notice period ended on November 2, 2021 – 60 days from the last day of the three-day issuance of
28 emailed notice.

1 these, 261,346 emails were opened, 446,872 were unopened, and 13,401 were undeliverable. From the
2 first email, a total of 95,971 Settlement Class Members followed the links to the case website.

3 8. A copy of the emailed Notice Packet, including the email cover letter, is attached hereto
4 as **Exhibit A**.

5 9. On September 10, 2021, Simpluris sent a physical copy of the Notice Packet, via USPS,
6 to Settlement Class Members whose initial email was undeliverable, including the 15 Settlement Class
7 Members whose email addresses were unavailable in the Settlement Class Information, and who had an
8 address on file. Simpluris mailed a total of 13,321 Notice Packets to Settlement Class Members.

9 10. A copy of the physical Notice Packet is attached hereto as **Exhibit B**.

10 11. A total of 1,396 Notice Packets were returned to Simpluris. Through advanced address
11 searches (skip-trace), Simpluris was able to locate 543 updated addresses and promptly mailed a Notice
12 Packet to those updated addresses. As of today, there are 853 Notice Packets that remain undeliverable
13 via USPS.

14 12. On September 21, 2021, Simpluris sent a reminder email regarding the response
15 deadline to Settlement Class Members who had not yet submitted a response. Simpluris emailed a
16 reminder to 633,833 Settlement Class Members whose email addresses were not considered
17 undeliverable. Of the reminder emails, 103,223 emails were opened.

18 13. On September 21, 2021, Simpluris sent a reminder postcard to 13,292 Settlement Class
19 Members who previously received a physical Notice Packet, due to an undeliverable email address, and
20 who had not yet submitted a response, to remind the Settlement Class Members of the response
21 deadline.

22 14. A copy of the reminder postcard is attached hereto as **Exhibit C**.

23 15. On October 5, 2021, Simpluris sent a second reminder email and reminder postcard to
24 Settlement Class Members who had not yet submitted a response, regarding the response deadline.
25 Simpluris sent 602,487 reminder emails and 12,644 reminder postcards.

26 16. The September 21, 2021, and October 5, 2021, reminders have each yielded increases in
27 the number of claims submitted following the reminder, compared to weeks with no reminder.
28

1 17. As of this date, additional weekly reminder emails are anticipated to be sent to
2 Settlement Class Members who have not submitted a response from October 12, 2021, through
3 November 1, 2021.

4 18. A reminder email and postcard will be sent on October 22, 2021, to only Settlement
5 Class Members entitled to double points for purposes of the Settlement Agreement's distribution
6 formula (i.e. Settlement Class Members who opted out of arbitration, initiated arbitration, or
7 demonstrated in writing an interest in initiating arbitration against Postmates prior to January 1, 2021)
8 who have not yet submitted a response.

9 **CLAIMS, REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

10 19. The deadline for Settlement Class Members to submit a claim, request exclusion from
11 the proposed settlement, object to the proposed settlement, or dispute their Estimated Miles or
12 entitlement to double points is November 2, 2021.

13 20. As of the date of this declaration, Simpluris has received 106,778 Claim Forms.

14 21. As of this date, Simpluris has received seventeen (17) requests for exclusion from the
15 proposed settlement.

16 22. As of this date, Simpluris has received one (1) objection to the proposed settlement from
17 a pro se Settlement Class Member. This objection is attached here as **Exhibit D**.

18 23. As of this date, Simpluris has received five (5) incomplete disputes from Settlement
19 Class Members regarding their Estimated Miles. Simpluris has requested supporting documentation
20 from these Settlement Class Members pursuant to the terms of the Settlement Agreement.

21 **SETTLEMENT CLASS MEMBER AWARDS**

22 24. As of today, the estimated amount available to pay Settlement Class Members, less the
23 Dispute Resolution Fund (\$250,000.00), is approximately \$17,790,000 (the "Estimated Net Settlement
24 Amount"), which was calculated by subtracting the estimated Settlement Class Counsel Award (to be
25 requested in the amount of \$8,960,000) and Service Awards for named plaintiffs (up to \$5,000 each), as
26 well as the PAGA Payment (\$4,000,000), and the Administration Costs (\$945,000) from the Total
27 Settlement Amount (\$32,000,000). The Estimated Net Settlement Amount is subject to change
28

1 depending on the Settlement Class Counsel Award and Service Awards ultimately awarded by the
2 Court.

3 25. As of today, \$4,633,362.52 or 26.04% of the Estimated Net Settlement Amount has been
4 claimed by Settlement Class Members.

5 **TOLL FREE TELEPHONE HELPLINE**

6 26. A toll-free telephone number was included in the Notice Packet for the purpose of
7 allowing the Settlement Class Members to call Simpluris and to make inquiries regarding the
8 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation
9 throughout the settlement process. Callers have the option to speak with a live call center
10 representative during normal business hours or to leave a message and receive a return call during non-
11 business hours. Spanish-speaking representatives are available during normal business hours. The toll-
12 free telephone number included in the Notice Packet was (866) 608-5829 and was live on September 1,
13 2021.

14 **ADMINISTRATION COSTS**

15 26. Simpluris' total costs for services in connection with the administration of this
16 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
17 \$945,000. Simpluris' work in connection with this matter will continue with the remainder of the notice
18 period, the calculation of the settlement checks, issuance and mailing of those settlement checks, etc.,
19 and to do the necessary tax reporting on such payments.
20

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct. Executed this 12th day of October 2021, in Costa Mesa, CA.

24
25 
26 _____

Lindsay Kline

EXHIBIT A

Lindsay Kline

From: info@postmatescaliforniasettlement.com
Sent: Wednesday, September 1, 2021 1:16 PM
To: Lindsay Kline
Subject: Rimler v Postmates - Important Notice Regarding Class Action Settlement

Claimant ID: 1020028

Control Number: C70369

Please read notice attached and [CLICK HERE](#) if you want to claim your share of the settlement .

YOU MUST COMPLETE AND SUBMIT A CLAIM NO LATER THAN NOVEMBER 2, 2021. YOU WILL RECEIVE NO MONEY FROM THE SETTLEMENT IF YOU FAIL TO DO THIS.

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

***Rimler, et al. v. Postmates Inc.* , San Francisco Superior Court Case No. CGC-18-567868**

***Postmates Classification Cases* , San Francisco Superior Court Case No. CJC-20-005068**

You are receiving this Notice because you may be eligible to participate in a class action settlement with Postmates. Postmates' records show you are or were a courier at some point between June 3, 2017, and January 1, 2021, and may be entitled to receive a payment from the settlement. [Click on this link to file a claim.](#)

The Settlement Class is defined as the following:

Any and all individuals who entered into an agreement with Postmates to use the Postmates platform as an independent courier to offer delivery services to

customers, and used the Postmates platform to accept or complete at least one delivery in California between June 3, 2017, and January 1, 2021.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights will be affected by the settlement.

To submit a claim electronically, [click on this link](#), or go to www.postmatescaliforniasettlement.com and enter your Claimant ID and Control Number, provided below.

Claimant ID: 1020028

Control Number: C70369

Attachments:

File: [Notice](#) (Click to Download)

File: [Claim Form](#) (Click to Download)

Please read notice below and [CLICK HERE](#) if you want to claim your share of the settlement.

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

Rimler, et al. v. Postmates Inc., San Francisco Superior Court Case No. CGC-18-567868

Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

You are receiving this Notice because you may be eligible to participate in a class action settlement with Postmates. Postmates' records show you are or were a courier at some point between June 3, 2017, and January 1, 2021, and may be entitled to receive a payment from the settlement.

A proposed class action settlement has been reached in a lawsuit involving certain current and former couriers who have used the Postmates mobile application in California alleging that couriers should be classified as employees, and that Postmates has violated provisions of California labor law by classifying drivers as independent contractors. Postmates denies these allegations. Under the settlement, if it is approved by the Court, Postmates will pay \$32,000,000.00 to settle the lawsuit and obtain a release of the claims discussed below in Section 4. The named plaintiffs and their lawyers have requested attorneys' fees/expenses, settlement administration fees, and service awards to the named plaintiffs. If the Court approves the fees, expenses, and service awards requested by the named plaintiffs and their lawyers, and after the deduction of an award to the California Labor and Workforce Development Agency, approximately \$17,795,000 will be distributed to Settlement Class Members. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then individuals who used the Postmates mobile application as couriers between June 3, 2017, and January 1, 2021, will be eligible for payment as part of the settlement.

**YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A
SOLICITATION FROM A LAWYER.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION 1: PARTICIPATE IN THE SETTLEMENT

Submit a Claim and Receive a Payment

If you are a member of the Settlement Class, you must [submit a claim](#) to receive a payment. Instructions on submitting a claim are set forth in section 6 below.

After the Court approves the settlement, the payment will be mailed to you at the address you include in your claim form. If your address changes, please notify the Settlement Administrator as explained below.

You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below in Section 4, being a member of the Settlement Class means that you may make a claim to receive a payment. It also means that you will release specified claims or causes of action that you may have against Postmates. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Postmates relating to the claims being resolved in this settlement.

Additionally, by submitting a claim, **you will also release Fair Labor Standards Act (“FLSA”) claims that you may have against Postmates. See the explanation below in Section 4.**

Object to the Settlement

If you want to object to the settlement, you must mail or email the Settlement Administrator a statement explaining why you do not like the settlement. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the settlement class.

Directions are provided below in Section 8.

Dispute the Information in Postmates’ Records

As explained below in Section 5, your share of the settlement has been calculated based on information in Postmates’ records about the estimated miles you have driven using the Postmates app between June 3, 2017 and January 1, 2021. If you do not believe that the information in Section 5 is correct, you may dispute it.

Directions are provided below in Section 5.

Do Nothing

If you do nothing, you will remain a member of the Settlement Class, but you will **not** receive a payment.

As detailed below in Section 4, being a member of the Settlement Class means that you will release specified claims that you may have against Postmates.

OPTION 2: EXCLUDE YOURSELF FROM THE SETTLEMENT

Exclude Yourself From the Settlement

If you do not want to receive payment from the settlement, and do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter or email to the Settlement Administrator no later than **November 2, 2021**.

If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a claim), but you will retain your right to sue Postmates for the claims asserted in this lawsuit (except the PAGA claims) in a different lawsuit or in individual arbitration. See Section 4 below for more information.

Instructions to exclude yourself are set forth below.

1. Why did I get this Notice?

The plaintiffs and the defendant in the *Rimler, et al. v. Postmates Inc.*, San Francisco Superior Court, Case No. CGC-18-567868 case, which is included in *Postmates Classification Cases*, San Francisco Superior Court Case No. CJC-20-005068, have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

Any and all individuals who entered into an agreement with Postmates to use the Postmates platform as an independent contractor to offer delivery services to customers, and used the Postmates platform as an independent contractor courier to accept or complete at least one delivery in California between June 3, 2017, and January 1, 2021.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights will be affected by the settlement.

2. What is the class action lawsuit about?

On July 5, 2018, Plaintiff Jacob Rimler filed a complaint in the San Francisco County Superior Court, bringing claims on behalf of individuals who used the Postmates app as couriers and the state of California. Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana were later added as named plaintiffs, and the case was amended to add class action claims on behalf of couriers who are part of the Settlement Class. This case is entitled *Rimler, et al. v. Postmates Inc.*, Case Number CGC-18-567868. Ms. Lee and Ms. Timmerman had previously filed a putative class action bringing similar claims against Postmates, *Lee et al. v. Postmates*, N.D. Cal. Case No. 18-cv-3421. Mr. Albert had also filed a case bringing similar claims against Postmates, *Albert v. Postmates*, N.D. Cal. Case No. 18-cv-7592. Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, and Kristie Logan had also filed a case bringing similar claims against Postmates, *Winns v. Postmates Inc.*, Case No. CGC-17-562282 in the Superior Court of California, San Francisco County. Shericka Vincent had also previously filed a representative action bringing similar claims against Postmates, *Vincent v. Postmates Inc.*, Case No. RG19018205, in the Superior Court of California, Alameda County. Wendy Santana had also previously filed a representative action bringing similar claims against Postmates, *Santana v. Postmates, Inc.*, Case No. BC720151, in the Superior Court of California, Los Angeles County. These other cases are all currently on hold in light of this settlement, and they will be dismissed if the settlement is approved. On June 17, 2020, the Court issued an order coordinating the *Rimler*, *Winns*, *Vincent*, and *Santana* Actions with two other similar matters pending against Postmates: *Brown v. Postmates, Inc.*, Case No. BC712974 (Los Angeles Super. Ct.) and *Altounian v. Postmates, Inc.*, Case No. CGC-20-584366 (San Francisco Super. Ct.). The coordinated cases are known as *Postmates Classification Cases*, Case No. CJC-20-005068 (San Francisco Super. Ct.).

These lawsuits claim that Postmates violated California law, including by misclassifying couriers as independent contractors, failing to reimburse couriers' allegedly necessary business expenses, and failing to pay minimum wages and overtime.

Postmates denies that it violated the law in any way, denies couriers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Postmates admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court did not decide in favor of the Plaintiffs or the Defendant in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and

benefits of settlement through a formal conference with an experienced mediator. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Postmates' favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiffs believe that the amount Postmates has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Court overseeing the case has reviewed the settlement. The Court preliminarily approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. The Court also preliminarily approved the law firm Lichten & Liss-Riordan, P.C. to serve as class counsel.

3. What are the terms of the settlement?

The full settlement agreement is available at <http://www.PostmatesCaliforniaSettlement.com>. Subject to the Court's approval, a summary of the terms of the settlement include:

Settlement Amount If the settlement is approved by the Court, Postmates will pay \$32,000,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in Section 4.

The settlement amount includes:

- Payments to Settlement Class Members totaling approximately \$17,790,000 (including a \$250,000 Dispute Resolution Fund).
- Attorneys' fees and costs not to exceed \$10,560,000 for class counsel
- Administration expenses of \$945,000
- \$4,000,000 for PAGA penalties, of which 75% (\$3,000,000) will be paid to the State of California and 25% (\$1,000,000) will be paid to the Settlement Class Members
- Awards not to exceed \$5,000 each to plaintiffs Rimler, Jones, Timmerman, Lee, Albert, Winns, Hickey, Jr., Alvarado, Logan, Vincent, and Santana.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of Settlement Class Member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If the Court grants final approval of the Settlement, the Court will enter judgment, and the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement. The release stated in full in Section IX of the Settlement Agreement and described in part below:

Any and all present and past claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could have been alleged in the *Rimler* Second Amended Complaint, and all misclassification claims, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (only for those Settlement Class Members who submit a valid and timely Claim Form); California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-

224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code sections 17200 *et seq.*; and any other similar state, federal, local, or common law, statute, regulation, or ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest at any time between June 3, 2017 and January 1, 2021.

All Settlement Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release, except that all Settlement Class Members (even those who do opt out) shall be bound by this release for PAGA claims. Any Settlement Class Member who submits a timely and valid Claim Form, or does not submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing arbitration agreement between the Settlement Class Member and Postmates with respect to the Released Claims.

For Fair Labor Standards Act (“FLSA”) claims, only Settlement Class Members who submit a claim shall be bound by the release of the FLSA claims.

With respect to all Settlement Class Members (other than Named Plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members’ Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation, claims outside of the Settlement Class Period, and claims that cannot be released as a matter of law.

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 or legal proceeding in any forum (including arbitration) against Postmates and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at www.llrlaw.com.com or any other lawyer.

5. How much will my payment be?

To calculate each settlement class member’s share of the settlement, the Settlement Administrator will review Postmates’ records from June 3, 2017, through January 1, 2021. Settlement Class Members will be awarded points proportional to the estimated number of miles driven while using the Postmates application as a courier. Settlement Class Members will receive one (1) point for every estimated mile driven, and your points will be doubled if you (a) provided Postmates with a valid request to opt out of its arbitration provision before January 1, 2021; (b) filed a demand for arbitration against Postmates challenging your classification (whether represented by counsel or acting on your own) before January 1, 2021; or (c) communicated to Postmates an intent to initiate arbitration against Postmates challenging your classification (whether through counsel or acting on your own) before January 1, 2021.

According to Postmates' records, you have driven an estimated «MERGED_Miles» miles and you «MERGED_Are_AreNot» receiving double points. Therefore, your point total is: «MERGED_Points»

These points do not have a value fixed at a particular dollar amount; that amount will vary depending upon many factors, including how many Settlement Class Members submit a claim and are receiving payments under this settlement and the amount ultimately awarded in attorneys' fees and incentive payments to the named plaintiffs. Assuming a 50% claim rate for the settlement, your estimated settlement payment would be approximately \$«MERGED_EstSett50_CALC». Assuming a 100% claim rate for the settlement, your estimated settlement payment would be approximately \$«MERGED_EstSettAmnt_CALC».

The determination of each Settlement Class Member's estimated miles driven is based on the relevant records that Postmates is able to identify. If you do not agree with your estimated miles or with Postmates' records regarding whether your points should be doubled, you can inform the Settlement Administrator by mail or email. To contest your number of miles, you must provide documentation showing that you drove more miles between pick-up and delivery than estimated in this Notice. To contest whether you should receive double points, you must provide documentation via email or letter sufficient to show that you submitted a valid request to opt out of arbitration before January 1, 2021, that you initiated an arbitration demand against Postmates before January 1, 2021, or that you communicated to Postmates (through an attorney or acting on your own) an intent to initiate arbitration before January 1, 2021.

The Net Settlement Amount will be distributed to Settlement Class Members who make a claim in proportion to their number of points (but no Settlement Class Member who submits a claim will receive less than \$10). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the amounts approved by the Court for attorney's fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the named plaintiffs, and the PAGA-related amount to be paid to State of California.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement **either by a) submitting a timely claim and not opting out of the class or b) submitting a timely claim, not opting out of the class, and objecting to the settlement.**

If you do not submit a timely claim for payment and do not opt out of the class, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in Section 4 above.

If you exclude yourself from the settlement, you will not receive a payment, but you will retain the ability to sue Postmates for the claims asserted in this lawsuit (except for the PAGA claim) in a different lawsuit or in individual arbitration. See Section 4 above for more information.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by November 2, 2021.**

Your Claimant ID is «SIMID» and your Control Number is «MERGED_ControlNumber».

Claims can be submitted online by navigating to the web page at www.postmatescaliforniasettlement.com and following the instructions, or by filling out the enclosed claim form and submitting it to the Claims Administrator, at the following address, by mail or e-mail:

Rimler et al v. Postmates, Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

If you do not submit a claim by November 2, 2021, you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your settlement payment. You can notify the Claims Administrator of an address change by sending a letter or email to the above mailing and email addresses with your new address.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If you do not deposit or cash your check within 180 days after issuance, you will forfeit your right to the funds, and they will be redistributed to other Settlement Class Members who deposited or cashed their checks. Therefore, if your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement. Some Settlement Class Members may be entitled to receive a second distribution check from the settlement. These checks will also be null and void 180 days after issuance if not deposited or cashed. Any remaining funds after the second distribution will be sent to Legal Aid at Work, a nonprofit organization.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on November 3, 2021, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within approximately 30 days after the Court approves the Settlement and the period of time to file an appeal has expired. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." If you opt out, you will receive no money from the settlement, and you will not be bound by its terms (except that you will still be releasing your claims under the Private Attorneys General Act). To opt out, you must submit a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send opt-out requests to the Claims Administrator is:

Rimler et al v. Postmates, Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the Rimler v. Postmates class action; (2) your name (and former names, if any), address, and telephone number; and (3) your signature (or the signature of your legally-authorized representative). If you are submitting a request for exclusion by email, your request must be made from your email address used to sign up on the Postmates platform, and your typed name at the end of the email shall constitute your "signature". Your request for exclusion must be postmarked or emailed no later than November 2, 2021. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual Settlement Class Member, will be rejected, and those Settlement Class Members will remain bound by the settlement and the releases described above.

If you are represented by a lawyer and you would like that lawyer to submit an opt-out request on your behalf, you should contact your lawyer to discuss the settlement, the amount that you would be entitled to receive in the settlement, and your request to opt out of the settlement.

8. How do I tell the Court that I don't like the settlement?

Any Settlement 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 by submitting a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send objections to the Claims Administrator is:

Rimler et al v. Postmates, Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

A Settlement Class Member may object to any aspect of the proposed settlement, including to the attorneys' fees and service awards. All objections must be in writing and contain at least the following: (1) the case name and number, which is *Rimler v. Postmates, Inc.*, in the Superior Court of the State of California, in and for the County of San Francisco, Case No. CGC-18-567868; (2) your name, current address, and telephone number (3) a description of why you believe the settlement is unfair; (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. If you are submitting an objection by email, your typed name at the end of the email shall constitute your "signature". You can submit an objection even if you also submitted a Claim Form, but you must submit a Claim Form to receive your settlement share.

The objections must be sent to the Claims Administrator on or before November 2, 2021.

To object to the settlement, you must not opt out of the settlement (except you can still object to the PAGA component of the settlement if you opt out), and if the court approves the settlement, you will be bound by the terms of the settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

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

The court will hold a final approval hearing at 2:00 p.m. on November 3, 2021, at the San Francisco County Superior Court in Department 303, located at 400 McAllister Street, San Francisco, California 94102. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. The court will also consider Class Counsel's application for attorneys' fees and Plaintiffs' service awards. The purpose of this hearing is for the court to determine whether to grant final approval to the settlement. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the court will consider them. This hearing may be rescheduled by the court without further notice to you, so you should check the settlement administration website at www.PostmatesCaliforniaSettlement.com to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any settlement class member is welcome to attend the hearing.

10. How do I get more information about the settlement?

You may call the Settlement Administrator at (866) 608-5829 or write to P.O. Box 26170, Santa Ana, California 92799 or email info@PostmatesCaliforniaSettlement.com. You can also contact Class Counsel at (617) 994-5800 or check the settlement administration website at www.PostmatesCaliforniaSettlement.com. You can view the full docket of the case for free on the Court's website at <https://sfsuperiorcourt.org/online-services>. From there, select "Case Query" and search for Case Number CJC-20-005068. You will see the

“Register of Actions” page, where you can view all the motions and court orders that have been filed in this case. This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116.

The address for Class counsel is as follows:

Shannon Liss-Riordan
Anne Kramer
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Tel: 617-994-5800
Fax: 617-994-5801
Email: claims@llrlaw.com

You can also visit the settlement administration website at www.PostmatesCaliforniaSettlement.com to view the following documents:

- The Second Amended Complaint;
- The Settlement Agreement;
- The Notice;
- The Court’s Order Preliminarily Approving the Settlement;
- Plaintiffs’ Motion for Preliminary Approval and supporting Declarations;
- Plaintiffs’ Reply Brief in Support of Preliminary Approval and supporting Declarations;
- Defendant Postmates’ Statement in Support of Preliminary Approval;
- Plaintiffs’ Supplemental Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs’ Supplemental Reply Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs’ Supplemental Briefing in Support of Revised Class Action Settlement;
- The Court’s First Order on Plaintiffs’ Motion for Preliminary Approval dated November 26, 2019;
- The Court’s Tentative Ruling re Continued Motion for Preliminary Approval dated April 24, 2020;
- The Court’s Order After Hearing re Plaintiffs’ Continued Motion for Preliminary Approval dated June 17, 2020.
- The Court’s Order dated July 1, 2021.
- The Court’s Order dated July 23, 2021.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

CLAIM FORM

Rimler et al. v. Postmates Inc.,
San Francisco Superior Court Case No. CGC-18-567868

Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

SIMID «SIMID» «Address1» «Address2»

«Addr_Enabld» «City», «State» «Zip»-«ZipDPC3»

To claim your share of the settlement proceeds from the *Rimler v. Postmates Inc.*, class action settlement, you must complete and return this form no later than November 2, 2021.

Rimler et al v. Postmates, Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email address (optional): _____

Social Security number/Tax Identification Number: _____
(only needed for claims over \$600; if not provided, taxes may be withheld)

TO RECEIVE YOUR SETTLEMENT PAYMENT, YOU MUST SIGN AND DATE BELOW.

BY SIGNING BELOW, you are agreeing to the terms of the settlement, consenting to join the Settlement Class in *Rimler v. Postmates Inc.*, and agreeing to release all federal Fair Labor Standards Act (“FLSA”) wage and hour claims against Postmates that are covered by the Settlement, in addition to the other claims against Postmates that you are releasing as a Settlement Class Member.

(Signature)

(Date)

EXHIBIT B

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

Rimler, et al. v. Postmates Inc., San Francisco Superior Court Case No. CGC-18-567868

Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

You are receiving this Notice because you may be eligible to participate in a class action settlement with Postmates. Postmates' records show you are or were a courier at some point between June 3, 2017, and January 1, 2021, and may be entitled to receive a payment from the settlement.

A proposed class action settlement has been reached in a lawsuit involving certain current and former couriers who have used the Postmates mobile application in California alleging that couriers should be classified as employees, and that Postmates has violated provisions of California labor law by classifying drivers as independent contractors. Postmates denies these allegations. Under the settlement, if it is approved by the Court, Postmates will pay \$32,000,000.00 to settle the lawsuit and obtain a release of the claims discussed below in Section 4. The named plaintiffs and their lawyers have requested attorneys' fees/expenses, settlement administration fees, and service awards to the named plaintiffs. If the Court approves the fees, expenses, and service awards requested by the named plaintiffs and their lawyers, and after the deduction of an award to the California Labor and Workforce Development Agency, approximately \$17,795,000 will be distributed to Settlement Class Members. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then individuals who used the Postmates mobile application as couriers between June 3, 2017, and January 1, 2021, will be eligible for payment as part of the settlement.

**YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A
SOLICITATION FROM A LAWYER.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION 1: PARTICIPATE IN THE SETTLEMENT

Submit a Claim and Receive a Payment

If you are a member of the Settlement Class, you must **submit a claim** to receive a payment. Instructions on submitting a claim are set forth in section 6 below.

After the Court approves the settlement, the payment will be mailed to you at the address you include in your claim form. If your address changes, please notify the Settlement Administrator as explained below.

You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below in Section 4, being a member of the Settlement Class means that you may make a claim to receive a payment. It also means that you will release specified claims or causes of action that you may have against Postmates. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Postmates relating to the claims being resolved in this settlement.

Additionally, by submitting a claim, **you will also release Fair Labor Standards Act (“FLSA”) claims that you may have against Postmates. See the explanation below in Section 4.**

Object to the Settlement

If you want to object to the settlement, you must mail or email the Settlement Administrator a statement explaining why you do not like the settlement. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the settlement class.

Directions are provided below in Section 8.

Dispute the Information in Postmates’ Records

As explained below in Section 5, your share of the settlement has been calculated based on information in Postmates’ records about the estimated miles you have driven using the Postmates app between June 3, 2017 and January 1, 2021. If you do not believe that the information in Section 5 is correct, you may dispute it.

Directions are provided below in Section 5.

Do Nothing

If you do nothing, you will remain a member of the Settlement Class, but you will **not** receive a payment.

As detailed below in Section 4, being a member of the Settlement Class means that you will release specified claims that you may have against Postmates.

OPTION 2: EXCLUDE YOURSELF FROM THE SETTLEMENT

Exclude Yourself From the Settlement

If you do not want to receive payment from the settlement, and do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter or email to the Settlement Administrator no later than **November 2, 2021**.

If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a claim), but you will retain your right to sue Postmates for the claims asserted in this lawsuit (except the PAGA claims) in a different lawsuit or in individual arbitration. See Section 4 below for more information.

Instructions to exclude yourself are set forth below.

1. Why did I get this Notice?

The plaintiffs and the defendant in the *Rimler, et al. v. Postmates Inc.*, San Francisco Superior Court, Case No. CGC-18-567868 case, which is included in *Postmates Classification Cases*, San Francisco Superior Court Case No. CJC-20-005068, have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

Any and all individuals who entered into an agreement with Postmates to use the Postmates platform as an independent contractor to offer delivery services to customers, and used the Postmates platform as an independent contractor courier to accept or complete at least one delivery in California between June 3, 2017, and January 1, 2021.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights will be affected by the settlement.

2. What is the class action lawsuit about?

On July 5, 2018, Plaintiff Jacob Rimler filed a complaint in the San Francisco County Superior Court, bringing claims on behalf of individuals who used the Postmates app as couriers and the state of California. Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana were later added as named plaintiffs, and the case was amended to add class action claims on behalf of couriers who are part of the Settlement Class. This case is entitled *Rimler, et al. v. Postmates Inc.*, Case Number CGC-18-567868. Ms. Lee and Ms. Timmerman had previously filed a putative class action bringing similar claims against Postmates, *Lee et al. v. Postmates*, N.D. Cal. Case No. 18-cv-3421. Mr. Albert had also filed a case bringing similar claims against Postmates, *Albert v. Postmates*, N.D. Cal. Case No. 18-cv-7592. Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, and Kristie Logan had also filed a case bringing similar claims against Postmates, *Winns v. Postmates Inc.*, Case No. CGC-17-562282 in the Superior Court of California, San Francisco County. Shericka Vincent had also previously filed a representative action bringing similar claims against Postmates, *Vincent v. Postmates Inc.*, Case No. RG19018205, in the Superior Court of California, Alameda County. Wendy Santana had also previously filed a representative action bringing similar claims against Postmates, *Santana v. Postmates, Inc.*, Case No. BC720151, in the Superior Court of California, Los Angeles County. These other cases are all currently on hold in light of this settlement, and they will be dismissed if the settlement is approved. On June 17, 2020, the Court issued an order coordinating the *Rimler*, *Winns*, *Vincent*, and *Santana* Actions with two other similar matters pending against Postmates: *Brown v. Postmates, Inc.*, Case No. BC712974 (Los Angeles Super. Ct.) and *Altounian v. Postmates, Inc.*, Case No. CGC-20-584366 (San Francisco Super. Ct.). The coordinated cases are known as *Postmates Classification Cases*, Case No. CJC-20-005068 (San Francisco Super. Ct.).

These lawsuits claim that Postmates violated California law, including by misclassifying couriers as independent contractors, failing to reimburse couriers' allegedly necessary business expenses, and failing to pay minimum wages and overtime.

Postmates denies that it violated the law in any way, denies couriers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Postmates admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court did not decide in favor of the Plaintiffs or the Defendant in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and

benefits of settlement through a formal conference with an experienced mediator. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Postmates' favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiffs believe that the amount Postmates has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Court overseeing the case has reviewed the settlement. The Court preliminarily approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. The Court also preliminarily approved the law firm Lichten & Liss-Riordan, P.C. to serve as class counsel.

3. What are the terms of the settlement?

The full settlement agreement is available at www.PostmatesCaliforniaSettlement.com. Subject to the Court's approval, a summary of the terms of the settlement include:

Settlement Amount If the settlement is approved by the Court, Postmates will pay \$32,000,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in Section 4.

The settlement amount includes:

- Payments to Settlement Class Members totaling approximately \$17,790,000 (including a \$250,000 Dispute Resolution Fund).
- Attorneys' fees and costs not to exceed \$10,560,000 for class counsel
- Administration expenses of \$945,000
- \$4,000,000 for PAGA penalties, of which 75% (\$3,000,000) will be paid to the State of California and 25% (\$1,000,000) will be paid to the Settlement Class Members
- Awards not to exceed \$5,000 each to plaintiffs Rimler, Jones, Timmerman, Lee, Albert, Winns, Hickey, Jr., Alvarado, Logan, Vincent, and Santana.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of Settlement Class Member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If the Court grants final approval of the Settlement, the Court will enter judgment, and the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement. The release stated in full in Section IX of the Settlement Agreement and described in part below:

Any and all present and past claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could have been alleged in the *Rimler* Second Amended Complaint, and all misclassification claims, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (only for those Settlement Class Members who submit a valid and timely Claim Form); California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-

224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code sections 17200 *et seq.*; and any other similar state, federal, local, or common law, statute, regulation, or ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest at any time between June 3, 2017 and January 1, 2021.

All Settlement Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release, except that all Settlement Class Members (even those who do opt out) shall be bound by this release for PAGA claims. Any Settlement Class Member who submits a timely and valid Claim Form, or does not submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing arbitration agreement between the Settlement Class Member and Postmates with respect to the Released Claims.

For Fair Labor Standards Act (“FLSA”) claims, only Settlement Class Members who submit a claim shall be bound by the release of the FLSA claims.

With respect to all Settlement Class Members (other than Named Plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members’ Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation, claims outside of the Settlement Class Period, and claims that cannot be released as a matter of law.

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 or legal proceeding in any forum (including arbitration) against Postmates and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at claims@llrlaw.com or any other lawyer.

5. How much will my payment be?

To calculate each settlement class member’s share of the settlement, the Settlement Administrator will review Postmates’ records from June 3, 2017, through January 1, 2021. Settlement Class Members will be awarded points proportional to the estimated number of miles driven while using the Postmates application as a courier. Settlement Class Members will receive one (1) point for every estimated mile driven, and your points will be doubled if you (a) provided Postmates with a valid request to opt out of its arbitration provision before January 1, 2021; (b) filed a demand for arbitration against Postmates challenging your classification (whether represented by counsel or acting on your own) before January 1, 2021; or (c) communicated to Postmates an intent to initiate arbitration against Postmates challenging your classification (whether through counsel or acting on your own) before January 1, 2021.

According to Postmates' records, you have driven an estimated «MERGED_Miles» miles and you «MERGED_Are_AreNot» receiving double points. Therefore, your point total is: «MERGED_Points_CALC»

These points do not have a value fixed at a particular dollar amount; that amount will vary depending upon many factors, including how many Settlement Class Members submit a claim and are receiving payments under this settlement and the amount ultimately awarded in attorneys' fees and incentive payments to the named plaintiffs. Assuming a 50% claim rate for the settlement, your estimated settlement payment would be approximately \$«MERGED_EstSett50_CALC». Assuming a 100% claim rate for the settlement, your estimated settlement payment would be approximately \$«MERGED_EstSettAmnt_CALC».

The determination of each Settlement Class Member's estimated miles driven is based on the relevant records that Postmates is able to identify. If you do not agree with your estimated miles or with Postmates' records regarding whether your points should be doubled, you can inform the Settlement Administrator by mail or email. To contest your number of miles, you must provide documentation showing that you drove more miles between pick-up and delivery than estimated in this Notice. To contest whether you should receive double points, you must provide documentation via email or letter sufficient to show that you submitted a valid request to opt out of arbitration before January 1, 2021, that you initiated an arbitration demand against Postmates before January 1, 2021, or that you communicated to Postmates (through an attorney or acting on your own) an intent to initiate arbitration before January 1, 2021.

The Net Settlement Amount will be distributed to Settlement Class Members who make a claim in proportion to their number of points (but no Settlement Class Member who submits a claim will receive less than \$10). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the amounts approved by the Court for attorney's fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the named plaintiffs, and the PAGA-related amount to be paid to State of California.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement **either by a) submitting a timely claim and not opting out of the class or b) submitting a timely claim, not opting out of the class, and objecting to the settlement.**

If you do not submit a timely claim for payment and do not opt out of the class, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in Section 4 above.

If you exclude yourself from the settlement, you will not receive a payment, but you will retain the ability to sue Postmates for the claims asserted in this lawsuit (except for the PAGA claim) in a different lawsuit or in individual arbitration. See Section 4 above for more information.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by November 2, 2021.**

Your Claimant ID is «SIMID» and your Control Number is «MERGED_ControlNumber».

Claims can be submitted online by navigating to the web page at www.PostmatesCaliforniaSettlement.com and following the instructions, or by filling out the enclosed claim form and submitting it to the Claims Administrator, at the following address, by mail or e-mail:

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c/o Claims Administrator
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If you do not submit a claim by November 2, 2021, you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your settlement payment. You can notify the Claims Administrator of an address change by sending a letter or email to the above mailing and email addresses with your new address.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If you do not deposit or cash your check within 180 days after issuance, you will forfeit your right to the funds, and they will be redistributed to other Settlement Class Members who deposited or cashed their checks. Therefore, if your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement. Some Settlement Class Members may be entitled to receive a second distribution check from the settlement. These checks will also be null and void 180 days after issuance if not deposited or cashed. Any remaining funds after the second distribution will be sent to Legal Aid at Work, a nonprofit organization.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on November 3, 2021, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within approximately 30 days after the Court approves the Settlement and the period of time to file an appeal has expired. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." If you opt out, you will receive no money from the settlement, and you will not be bound by its terms (except that you will still be releasing your claims under the Private Attorneys General Act). To opt out, you must submit a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send opt-out requests to the Claims Administrator is:

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Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the Rimler v. Postmates class action; (2) your name (and former names, if any), address, and telephone number; and (3) your signature (or the signature of your legally-authorized representative). If you are submitting a request for exclusion by email, your request must be made from your email address used to sign up on the Postmates platform, and your typed name at the end of the email shall constitute your "signature". Your request for exclusion must be postmarked or emailed no later than November 2, 2021. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual Settlement Class Member, will be rejected, and those Settlement Class Members will remain bound by the settlement and the releases described above.

If you are represented by a lawyer and you would like that lawyer to submit an opt-out request on your behalf, you should contact your lawyer to discuss the settlement, the amount that you would be entitled to receive in the settlement, and your request to opt out of the settlement.

8. How do I tell the Court that I don't like the settlement?

Any Settlement 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 by submitting a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send objections to the Claims Administrator is:

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P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

A Settlement Class Member may object to any aspect of the proposed settlement, including to the attorneys' fees and service awards. All objections must be in writing and contain at least the following: (1) the case name and number, which is *Rimler v. Postmates, Inc.*, in the Superior Court of the State of California, in and for the County of San Francisco, Case No. CGC-18-567868; (2) your name, current address, and telephone number (3) a description of why you believe the settlement is unfair; (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. If you are submitting an objection by email, your typed name at the end of the email shall constitute your "signature". You can submit an objection even if you also submitted a Claim Form, but you must submit a Claim Form to receive your settlement share.

The objections must be sent to the Claims Administrator on or before November 2, 2021.

To object to the settlement, you must not opt out of the settlement (except you can still object to the PAGA component of the settlement if you opt out), and if the court approves the settlement, you will be bound by the terms of the settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

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

The court will hold a final approval hearing at 2:00 p.m. on November 3, 2021, at the San Francisco County Superior Court in Department 303, located at 400 McAllister Street, San Francisco, California 94102. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. The court will also consider Class Counsel's application for attorneys' fees and Plaintiffs' service awards. The purpose of this hearing is for the court to determine whether to grant final approval to the settlement. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the court will consider them. This hearing may be rescheduled by the court without further notice to you, so you should check the settlement administration website at www.PostmatesCaliforniaSettlement.com to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any settlement class member is welcome to attend the hearing.

10. How do I get more information about the settlement?

You may call the Settlement Administrator at (866) 608-5829 or write to *Rimler et al v. Postmates, Inc.*, P.O. Box 26170, Santa Ana, California 92799 or email info@PostmatesCaliforniaSettlement.com. You can also contact Class Counsel at (617) 994-5800 or check the settlement administration website at www.PostmatesCaliforniaSettlement.com. You can view the full docket of the case for free on the Court's website at <https://sfsuperiorcourt.org/online-services>. From there, select "Case Query" and search for Case

Number CJC-20-005068. You will see the “Register of Actions” page, where you can view all the motions and court orders that have been filed in this case. This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116.

The address for Class counsel is as follows:

Shannon Liss-Riordan
Anne Kramer
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Tel: 617-994-5800
Fax: 617-994-5801
Email: claims@llrlaw.com

You can also visit the settlement administration website at www.PostmatesCaliforniaSettlement.com to view the following documents:

- The Second Amended Complaint;
- The Settlement Agreement;
- The Notice;
- The Court’s Order Preliminarily Approving the Settlement;
- Plaintiffs’ Motion for Preliminary Approval and supporting Declarations;
- Plaintiffs’ Reply Brief in Support of Preliminary Approval and supporting Declarations;
- Defendant Postmates’ Statement in Support of Preliminary Approval;
- Plaintiffs’ Supplemental Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs’ Supplemental Reply Brief in Support of Preliminary Approval and Declarations;
- Plaintiffs’ Supplemental Briefing in Support of Revised Class Action Settlement;
- The Court’s First Order on Plaintiffs’ Motion for Preliminary Approval dated November 26, 2019;
- The Court’s Tentative Ruling re Continued Motion for Preliminary Approval dated April 24, 2020;
- The Court’s Order After Hearing re Plaintiffs’ Continued Motion for Preliminary Approval dated June 17, 2020.
- The Court’s Order dated July 1, 2021.
- The Court’s Order dated July 23, 2021.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

CLAIM FORM

Rimler et al. v. Postmates Inc.,
San Francisco Superior Court Case No. CGC-18-567868

Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

To claim your share of the settlement proceeds from the *Rimler v. Postmates Inc.*, class action settlement, you must complete and return this form no later than November 2, 2021.

Rimler et al v. Postmates, Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@PostmatesCaliforniaSettlement.com

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email address (optional): _____

Social Security number/Tax Identification Number: _____
(only needed for claims over \$600; if not provided, taxes may be withheld)

TO RECEIVE YOUR SETTLEMENT PAYMENT, YOU MUST SIGN AND DATE BELOW.

BY SIGNING BELOW, you are agreeing to the terms of the settlement, consenting to join the Settlement Class in *Rimler v. Postmates Inc.*, and agreeing to release all federal Fair Labor Standards Act (“FLSA”) wage and hour claims against Postmates that are covered by the Settlement, in addition to the other claims against Postmates that you are releasing as a Settlement Class Member.

(Signature)

(Date)

EXHIBIT C

Rimler, et al. v. Postmates Inc.
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799-9834

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SIMPLURIS INC

«Reminder_Postcard_Encoded»

«Reminder_Postcard»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

Rimler, et al. v. Postmates Inc., San Francisco Superior Court Case No. CGC-18-567868
Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

Response Deadline Reminder

On September 10, 2021, a Notice of Pendency of Class Action Settlement and Claim Form (“Notice Packet”) was mailed to you describing the settlement of the above-referenced case and your rights and options under the settlement. The purpose of this postcard is to remind you of the Response Deadline.

Response Deadline: To submit a timely claim, the Claim Form **must be** post-marked on or before **November 2, 2021** and mailed to the address indicated below. You can also submit a Claim online on or before **November 2, 2021** by going to www.PostmatesCaliforniaSettlement.com and following the instructions. To file a Claim online you will need your Claimant ID and Control Number, listed below:

Claimant ID is «SIMID»

Control Number is «MERGED_ControlNumber»

If you have additional questions or would like to request another Notice Packet be mailed to you, you may contact the Claims Administrator at (866) 608-5829. You can also visit www.PostmatesCaliforniaSettlement.com.

Rimler, et al. v. Postmates Inc.

c/o Claims Administrator

PO Box 26170

Santa Ana, CA 92799

Email: info@PostmatesCaliforniaSettlement.com

EXHIBIT D

#15104 Unsatisfied with settlement

Submitted	Received via	Requester
September 15, 2021 at 7:11 AM	Mail	ke ho [REDACTED]

Status	Type	Priority	Group	Assignee
Open	-	-	Claims	Jessica Delgado

ke ho September 15, 2021 at 7:11 AM

Hello and to whom it may concern,

My name is Kendra Hopkins. My email that is associated with being signed under this settlement is [REDACTED] and I have been signed under Gibbs Law Group.

1. Case number : Rimler, et al. v. Postmates Inc., San Francisco Superior Court Case No. CGC-18-567868
Postmates Classification Cases, San Francisco Superior Court Case No. CJC-20-005068

2. Kendra Hopkins, [REDACTED] California, [REDACTED]

3. I believe that this settlement is unfair for 2 major reasons. The first one being that the audacity and disrespect for this company in which many average joes like myself put everything on the line to make money for ourselves & family only to end up getting tricked through confusing double speak language laid out in mandatory contract agreements labeling us as independent contractors and getting robbed our earned pay through hidden fees that this company and many other capitalize on is absolutely unacceptable. The second reason being that I made more money for postmates in my short amount of time than what is being offered to me now- that's inequitable and unfair to the hard work put in by myself to the reward of earning and being compensated like I should have been.

Since the dawn of the industrial revolution and mandating kids to be put in school so they could learn how to be productive workers in order to make the rich like Andrew Carnegie & others richer, so many companies have followed this same trend through of undervaluing and robbing the fruits of their very own workers hard labor and endeavors in order to receive the bigger end of stick and postmates has proven to be no different or better as especially seen in this ridiculous offer of a settlement.

4. I do plan to be there at the hearing in person, in case I do not make it I would appreciate my objection being shared in court by Ashleigh from Gibbs Law Firm.

Sincerely,

Kendra Hopkins, [REDACTED]

Support Software by **Zendesk**