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1 This matter (referred to herein as the “Action”) came before the Court for hearing on  
2 March 11, 2022 and April 6, 2022, pursuant to the Notice of Motion and Motion for Final  
3 Approval of Class Action Settlement, filed on October 12, 2021 by Plaintiffs. Named Plaintiffs  
4 and Defendant Postmates Inc. (“Postmates”) seek approval of the Settlement.

5 On the basis of the proposed Third Amended Settlement Agreement (“the Settlement  
6 Agreement”), which is attached as Exhibit 1 to the October 12, 2021 Declaration of Shannon  
7 Liss-Riordan, all filings related to the present motion, including the “Supplemental Addendum”  
8 to the Third Amended Settlement Agreement<sup>1</sup> and the “Amendment” to the Third Amended  
9 Settlement Agreement<sup>2</sup>, all filings related to the motion for preliminary approval in this action,  
10 all other papers filed in this action, and the arguments of counsel,

11 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

12 1. Final Approval of the Settlement Agreement is granted. The terms of the  
13 Settlement Agreement are fair, reasonable, and adequate. Plaintiffs have satisfied the  
14 requirements for final approval of this class action settlement. The parties are directed to  
15 effectuate the Settlement Agreement according to its terms and this Order.

16 2. All terms used herein shall have the same meanings set forth in the Settlement  
17 Agreement.

18 3. Pursuant to the Settlement Agreement, C.C.P. § 664.6, and C.R.C. 3.769(h), the  
19 Court retains jurisdiction over Plaintiffs, all Settlement Class Members, and Defendants for the  
20 purposes of supervising the implementation, enforcement, construction, administration, and  
21 interpretation of the Settlement Agreement and this Order.

22 4. The Notice approved by this Court was distributed to the Settlement Class in  
23 compliance with this Court’s Order Granting Preliminary Approval of Class Action Settlement,  
24 dated August 12, 2021. The Notice provided to the Settlement Class met the requirements of  
25 due process and constituted the best notice practicable in the circumstances. Based on evidence

26 \_\_\_\_\_  
27 <sup>1</sup> Exhibit A to the October 12, 2021 Liss-Riordan Declaration.

<sup>2</sup> Exhibit 1 to the March 25, 2022 Liss-Riordan Declaration.

1 and other material submitted in conjunction with the final approval hearing, notice to the class  
2 was adequate.

3 5. Four (4) Settlement Class Members objected to the proposed Settlement  
4 Agreement: Kendra Hopkins, Frederick Butler, Sophia Lopez, and Keeyana Hawkins. The  
5 Court has reviewed the objections to this Settlement. The objections are overruled.

6 6. Nine Hundred and eighty-two (982) class members of the proposed Settlement  
7 Class validly requested exclusion. Twenty-Five (25) class members were not provided with  
8 either email notice or mail notice. These class members, totaling 1,007, are not members of the  
9 Settlement Class certified below, shall be named in the Judgment as having opted out, shall  
10 receive no funds under this Order, and are not bound by the Judgment.

11 7. For settlement purposes only, the following Settlement Class is finally certified:

12 Any and all individuals who entered into an agreement with Postmates to use the  
13 Postmates platform as an independent contractor to offer delivery services to customers,  
14 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.

15 8. Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert,  
16 Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka  
17 Vincent, Damone Brown, Arsen Altounian, and Wendy Santana are confirmed as class  
18 representatives of the Settlement Class.

19 9. Lichten & Liss-Riordan, P.C. is confirmed as Class Counsel.

20 10. For settlement purposes only, the proposed Settlement Class meets the  
21 requirements for certification under C.C.P. § 382. Specifically, for settlement purposes: (1) the  
22 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common  
23 questions of law or fact; (3) Plaintiffs' claims are typical of the claims of the members of the  
24 proposed Settlement Class; (4) Plaintiffs have fairly and adequately protected the interests of  
25 the Settlement Class Members; (5) Class Counsel is qualified to serve as counsel for Plaintiffs  
26

1 and the Settlement Class; and (6) a class action is superior to other methods to efficiently  
2 adjudicate this controversy through settlement.

3 11. Upon the Effective Date as defined in the Settlement Agreement, Plaintiffs and  
4 the certified Settlement Class, which excludes all of those who opted out, release all Released  
5 Claims against the Released Parties. The Released Claims are defined in the Settlement  
6 Agreement as follows:

7 Any and all present and past claims, actions, demands, causes of action, suits,  
8 debts, guarantees, obligations, damages, penalties, rights or liabilities, of any  
9 nature and description whatsoever, known or unknown, existing or potential,  
10 recognized now or hereafter, contingent or accrued, expected or unexpected,  
11 pursuant to any theory of recovery (including but not limited to those based in  
12 contract or tort, common law or equity, federal, state, or local law, statute,  
13 ordinance, or regulation, and for claims for compensatory, consequential,  
14 punitive or exemplary damages, statutory damages, penalties, interest, attorneys'  
15 fees, costs, or disbursements) that are based on or reasonably related to the  
16 claims alleged in or that could have been alleged in the *Rimler* Second Amended  
17 Complaint, and all misclassification claims, and specifically including: claims  
18 pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.  
19 (only for those Settlement Class Members who submit a valid and timely Claim  
20 Form); California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214,  
21 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3,  
22 245-249, 351, 353, 432.5, 450, 510, 512, 551- 552, 558, 1174, 1174.5, 1182.12,  
23 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private  
24 Attorneys General Act ("PAGA"), California Labor Code section 2698 et seq.;  
25 California Code of Civil Procedure section 1021.5; California Code of  
26 Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission  
27 Wage Orders; California Business and Professions Code sections 17200 et seq.;  
28 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  
during the Settlement Period.

1           12. All Settlement Class Members, regardless of whether they have been excluded  
2 from the Settlement, are bound by the settlement and release their Labor Code Private  
3 Attorneys' General Act of 2004 ("PAGA") claims under the Final Judgment for all claims from  
4 anytime between June 3, 2017, and January 1, 2021.

5           13. The only Settlement Class Members entitled to payment pursuant to this Order  
6 are Participating Settlement Class Members, who submitted timely and valid claims.

7           14. Payments to Class Counsel in the amount of \$8,960,000 for attorneys' fees and  
8 costs are approved.

9           15. Payments of service awards in the amount of \$5,000 each to Jacob Rimler,  
10 Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph  
11 John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, Damone Brown, Arsen  
12 Altounian, and Wendy Santana are approved for their service as class representatives.

13           16. Payment in the amount of \$1,079,553 to Simpluris, Inc. is approved for the costs  
14 of administering the settlement.

15           17. \$4,000,000 of the settlement proceeds are allocated to resolution of the PAGA  
16 claims, of which 75 percent (\$3,000,000), is to be disbursed to the Labor Workforce and  
17 Development Agency and the remaining 25 percent (\$1,000,000) is to be distributed to the  
18 Participating Settlement Class Members in accordance with the Settlement Agreement.

19           18. Legal Aid at Work is designated as the cy pres beneficiary. If the provisions in  
20 the Settlement Agreement triggering a cy pres distribution are satisfied, the cy pres distribution  
21 shall be carried out in compliance with the Settlement Agreement and C.C.P. § 384.

22           19. \$17,655,447 is available for distribution to the Class. Following distribution of  
23 the Individual Settlement Payments to Participating Settlement Class Members, any Settlement  
24 Class Member who received a check for more than \$100 that remains uncashed more than 60  
25 days after distribution will receive a reminder to cash their check. All funds not claimed prior to  
26 the Void Date (i.e. all funds from uncashed checks) shall be redistributed to the Settlement  
27 Class Members who received and cashed their Individual Settlement Payments. These  
28

1 unclaimed funds shall be redistributed pursuant to the same formula described in Paragraph 5.7  
2 of the Settlement Agreement. These residual funds will only be distributed to Settlement Class  
3 Members for whom this second payment would be at least \$50. The value of any uncashed  
4 checks following this residual distribution will be donated on a cy pres basis to Legal Aid at  
5 Work.

6 20. Each of the payments identified above, and the payment of compensation to the  
7 Participating Settlement Class Members, shall be made in accordance with the terms of the  
8 Settlement Agreement.

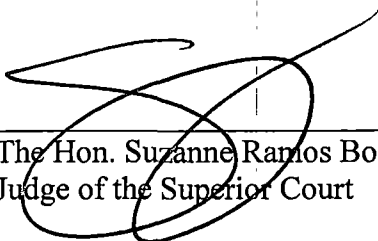
9 21. On or before December 30, 2022, Class Counsel shall file a final report with this  
10 Court stating the final and complete distribution of all funds in this Order. The report shall be  
11 supported by an admissible declaration.

12 22. Notice of final judgment shall be provided to the Settlement Class by posting this  
13 Order and the final judgment on the administrator's website for a period of not less than 60 days  
14 from the date the judgment is entered.

15 23. Except as otherwise provided in the Settlement Agreement and this Order and  
16 the Judgment, the parties shall bear their own attorneys' fees, costs, and expenses incurred by  
17 them in connection with this action.

18  
19 IT IS SO ORDERED.

20 Dated: 5/6/22

21 By:   
22 The Hon. Suzanne Ramos Bolanos  
23 Judge of the Superior Court  
24  
25  
26  
27  
28

POSTMATES CLASSIFICATION CASES

Case No: CJC-20-005068

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP §1010.6 & CRC 2.251)

I, Lyssette Bareng, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On May 6, 2022, I electronically served the attached document via File & ServeXpress™ on the recipients designated on the Transaction Receipt located on the File & ServeXpress™ website.

Dated: May 6, 2022,

T. Michael Yuen, Clerk

By:   
Lyssette Bareng, Deputy Clerk