

FILED
San Francisco County Superior Court

JUL 22 2022

CLERK OF THE COURT
BY: L. J. Zaremski
Deputy Clerk

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

COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

CASE NO. CJC-20-005068

CASE NO. CGC-18-567868

POSTMATES CLASSIFICATION CASES

**AMENDED ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS**

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)

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS,
AND SERVICE AWARDS

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. On May 6, 2022,
4 the Court granted final approval and issued an order and judgment. On that same day, Plaintiffs
5 filed a supplemental declaration from the Settlement Administrator correcting the total number
6 of Settlement Class Members who submitted valid requests for exclusion. (Declaration of
7 Denise Islas.) The parties were told to file a noticed motion to amend the order and judgment,
8 and the Court set a hearing for June 22, 2022. The parties failed to file a noticed motion as
9 instructed and the hearing was continued to July 20, 2022. Objector Sophia Lopez filed a
10 motion to vacate the judgment, or in the alternative, set aside the judgment, which was set for
11 hearing for the same date.

12 After hearing from the parties and the objector, the Court granted, in part and denied, in
13 part Plaintiffs’ Motion to Amend the Order Granting Final Approval and Judgment, and denied
14 Objector Lopez’s Motion to vacate or set aside the Judgment. The Court hereby issues the
15 following amended order.

16 On the basis of the proposed Third Amended Settlement Agreement (“the Settlement
17 Agreement”), which is attached as Exhibit 1 to the October 12, 2021 Declaration of Shannon
18 Liss-Riordan, all filings related to the present motion, including the “Supplemental Addendum”
19 to the Third Amended Settlement Agreement¹ and the “Amendment” to the Third Amended
20 Settlement Agreement², all filings related to the motion for preliminary approval in this action,
21 all other papers filed in this action, and the arguments of counsel,

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

23 1. Final Approval of the the Settlement Agreement is granted. The terms of the
24 Settlement Agreement are fair, reasonable, and adequate. Plaintiffs have satisfied the
25

26
27 ¹ Exhibit A to the October 12, 2021 Liss-Riordan Declaration.

28 ² Exhibit 1 to the March 25, 2022 Liss-Riordan Declaration.

1 requirements for final approval of this class action settlement. The parties are directed to
2 effectuate the Settlement Agreement according to its terms and this Order.

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

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

9 4. The Notice approved by this Court was distributed to the Settlement Class in
10 compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement,
11 dated August 12, 2021. The Notice provided to the Settlement Class met the requirements of
12 due process and constituted the best notice practicable in the circumstances. Based on evidence
13 and other material submitted in conjunction with the final approval hearing, notice to the class
14 was adequate.

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

18 6. One thousand and thirty-two (1,032) class members of the proposed Settlement
19 Class validly requested exclusion. Twenty-Five (25) class members were not provided with
20 either email notice or mail notice. Thses class members, totaling 1,057, are not members of the
21 Settlement Class certified below, shall be named in the Judgment as having opted out, shall
22 receive no funds under this Order, and are not bound by the Judgment.

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

24 Any and all individuals who entered into an agreement with Postmates to use the
25 Postmates platform as an independent contractor to offer delivery services to customers,
26 and used the Postmates platform as an independent contractor courier to accept or
27 complete at least one delivery in California between June 3, 2017, and January 1, 2021.
28

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

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

6 10. For settlement purposes only, the proposed Settlement Class meets the
7 requirements for certification under C.C.P. § 382. Specifically, for settlement purposes: (1) the
8 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common
9 questions of law or fact; (3) Plaintiffs' claims are typical of the claims of the members of the
10 proposed Settlement Class; (4) Plaintiffs have fairly and adequately protected the interests of
11 the Settlement Class Members; (5) Class Counsel is qualified to serve as counsel for Plaintiffs
12 and the Settlement Class; and (6) a class action is superior to other methods to efficiently
13 adjudicate this controversy through settlement.

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

18 Any and all present and past claims, actions, demands, causes of action, suits,
19 debts, guarantees, obligations, damages, penalties, rights or liabilities, of any
20 nature and description whatsoever, known or unknown, existing or potential,
21 recognized now or hereafter, contingent or accrued, expected or unexpected,
22 pursuant to any theory of recovery (including but not limited to those based in
23 contract or tort, common law or equity, federal, state, or local law, statute,
24 ordinance, or regulation, and for claims for compensatory, consequential,
25 punitive or exemplary damages, statutory damages, penalties, interest, attorneys'
26 fees, costs, or disbursements) that are based on or reasonably related to the
27 claims alleged in or that could have been alleged in the *Rimler* Second Amended
28 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

1 Attorneys General Act (“PAGA”), California Labor Code section 2698 et seq.;
2 California Code of Civil Procedure section 1021.5; California Code of
3 Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission
4 Wage Orders; California Business and Professions Code sections 17200 et seq.;
5 and any other similar state, federal, local, or common law, statute, regulation, or
6 ordinance for unpaid wages, minimum wages, regular wages, tips, overtime
7 wages (including but not limited to calculation of the correct overtime or regular
8 rate), working more than six days in seven, expense reimbursement, wage
9 statements, payroll recordkeeping, reporting time, improper deduction of wages,
10 failure to provide workers’ compensation insurance, meal periods, rest breaks,
11 sick leave, final pay, penalties for timely payment of wages upon discharge,
12 waiting time penalties, PAGA penalties, unfair business practices, all claims
13 arising out of or relating to the statutory causes of action described herein,
14 restitution, interest, costs and expenses, attorneys’ fees, declaratory relief,
15 injunctive relief, liquidated damages, exemplary or punitive damages, civil
16 penalties, equitable remedies, and/or pre- or post- judgment interest at any time
17 during the Settlement Period.

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

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

25 14. Payments to Class Counsel in the amount of \$8,955,000 for attorneys’ fees and
26 costs are approved.

27 15. Payments of service awards in the amount of \$5,000 each to Jacob Rimler,
28 Giovanni Jones, Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph
John Hickey, Jr., Steven Alvarado, Kristie Logan, Shericka Vincent, Damone Brown, Arsen
Altounian, and Wendy Santana are approved for their service as class representatives. Payment
of a service award in the amount of \$5,000 to Objector Sophia Lopez is also approved.

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

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

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

8 19. \$17,655,447 is available for distribution to the Class. Following distribution of
9 the Individual Settlement Payments to Participating Settlement Class Members, any Settlement
10 Class Member who received a check for more than \$100 that remains uncashed more than 60
11 days after distribution will receive a reminder to cash their check. All funds not claimed prior to
12 the Void Date (i.e. all funds from uncashed checks) shall be redistributed to the Settlement
13 Class Members who received and cashed their Individual Settlement Payments. These
14 unclaimed funds shall be redistributed pursuant to the same formula described in Paragraph 5.7
15 of the Settlement Agreement. These residual funds will only be distributed to Settlement Class
16 Members for whom this second payment would be at least \$50. The value of any uncashed
17 checks following this residual distribution will be donated on a cy pres basis to Legal Aid at
18 Work.

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

22 21. On or before January 31, 2023, Class Counsel shall file a final report with this
23 Court stating the final and complete distribution of all funds in this Order. The report shall be
24 supported by an admissible declaration.

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

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

4
5 IT IS SO ORDERED.

6
7 Dated:

7/22/22

8 By: _____

The Hon. Suzanne Ramos Bolanos
Judge of the Superior Court

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 July 22, 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: July 22, 2022,

T. Michael Yuen, Clerk

By:  _____
Lyssette Bareng, Deputy Clerk