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

13 COORDINATION PROCEEDING SPECIAL
14 TITLE [RULE 3.550]

CASE NO. CJC-20-005068

CASE NO. CGC-18-567868

15 POSTMATES CLASSIFICATION CASES

**[PROPOSED] ORDER GRANTING
16 PLAINTIFFS' MOTION FOR FINAL
17 APPROVAL OF CLASS ACTION
18 SETTLEMENT**

Included Actions:

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

Date: November 3, 2021

Time: 2:00 p.m.

Judge: Hon. Suzanne R. Bolanos

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

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

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

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

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

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

6 Due and adequate notice of the Settlement having been given to the Settlement Class;
7 the Court having carefully considered all papers filed and proceedings held herein, including the
8 objections to the proposed Settlement, the Memorandum of Points and Authorities in Support of
9 the Motion and associated Declarations, the Settlement, the arguments of counsel, and the
10 records in this case; the Court otherwise being fully informed in the premises; and good cause
11 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

12 1. The Court grants the Motion for Final Approval of the Third Amended Class
13 Action Settlement Agreement and Release (Ex. 1 to the August 9, 2021 Declaration of Shannon
14 Liss-Riordan in support of Preliminary Approval) (hereinafter “the Settlement Agreement”) and
15 grants final approval to the Settlement. The Settlement Agreement is hereby incorporated into
16 this Final Approval Order (“Order and Final Judgment”), and all terms used herein shall have
17 the same meanings set forth in the Settlement Agreement.

18 2. This Court has personal jurisdiction over all members of the Settlement Class
19 and subject matter jurisdiction to approve the Settlement Agreement.

20 3. The Court confirms its previous certification of the following Settlement Class,
21 for settlement purposes only, pursuant to section 382 of the California Code of Civil Procedure:

22 Any and all individuals who entered into an agreement with Postmates to use the
23 Postmates platform as an independent contractor to offer delivery services to customers,
24 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.

25 4. The Court confirms its previous appointment of Jacob Rimler, Giovanni Jones,
26 Dora Lee, Kellyn Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr.,
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1 Steven Alvarado, Kristie Logan, Shericka Vincent, and Wendy Santana as Representatives of
2 the Settlement Class. The Court newly appoints Damone Brown and Arsen Altounian as
3 additional representatives of the Settlement Class. The Court finds that these class
4 representatives have adequately represented the Settlement Class for purposes of entering into
5 and implementing the Settlement.

6 5. In accordance with Plaintiffs' Motion for Attorneys' Fees, Costs, and Service
7 Awards, the Court finds that a Service Award of \$5,000 to each class representative is fair and
8 reasonable, and orders said awards to be paid pursuant to the Settlement Agreement.

9 6. The Court confirms its previous appointment of the law firm of Lichten & Liss-
10 Riordan, P.C. as Settlement Class Counsel.

11 7. The Court finds that Settlement Class Counsel have adequately represented the
12 Settlement Class for purposes of entering into and implementing the Settlement.

13 8. In accordance with Plaintiffs' Motion for Attorneys' Fees, Costs, and Service
14 Awards, the Court hereby awards to Settlement Class Counsel attorneys' fees, expenses, and
15 costs in the amount of \$8,960,000 to be paid exclusively from the Total Settlement Amount, as
16 defined in the Settlement Agreement. The Court finds that the attorneys' fee award is fair and
17 reasonable under the percentage-of-the-recovery method based upon the following factors: (1)
18 the results obtained by counsel in this case; (2) the significant risks and complex issues involved
19 in this case, which required a high level of skill and a high quality of work to overcome; (3) the
20 fees' contingency upon success, which meant counsel risked time and effort and advanced costs
21 with no guarantee of compensation; (4) the range of awards made in similar cases, which
22 justifies the award requested here, which represents twenty-eight percent (28%) of the
23 Settlement Amount; and (5) the notice and opportunity to object available to members of the
24 Settlement Class and the absence of any compelling objections. The Court finds that the
25 requested Settlement Class Counsel Award comports with the applicable law and is justified by
26 the circumstances of this case. Payment of the foregoing awards shall be made at the time set
27 forth in the Settlement Agreement.

1 9. The Court confirms its previous appointment of Simpluris as the Settlement
2 Administrator and finds that it has so far fulfilled its duties under the Settlement.

3 10. The Court orders that \$945,000 be paid from the Total Settlement Amount to the
4 Settlement Administrator for past and future unreimbursed expenses relating to notice and
5 administration of the Settlement.

6 11. Pursuant to California Rule of Court 3.769, the Court approves the Settlement set
7 forth in the Settlement Agreement, and finds that the Settlement Agreement is, in all respects,
8 fair, reasonable, and adequate and in the best interests of the Named Plaintiffs, the Settlement
9 Class, and each of the Settlement Class Members, and is consistent and in compliance with all
10 requirements of due process and California law. The Court further finds that the Settlement is
11 the result of arm's-length negotiations between experienced counsel representing the interests of
12 the Named Plaintiffs, the Settlement Class Members, and the Defendant. The Court further
13 finds that the Parties have evidenced full compliance with the Court's Preliminary Approval
14 Order and other Orders relating to this Settlement. The Settlement shall be consummated
15 pursuant to the terms of the Settlement Agreement, which the Parties are hereby directed to
16 perform.

17 12. The Court finds that the Settlement Class Notice plan as performed by the
18 Parties—including the form, content, and method of dissemination of the Settlement Class
19 Notice to Settlement Class Members, as well as the procedures followed for locating (when
20 necessary) current postal addresses for Settlement Class Members for notice purposes: (i)
21 constituted best practicable notice; (ii) was reasonably calculated, under the circumstances, to
22 apprise Settlement Class Members of the pendency of the Action and of their right to exclude
23 themselves or object to the Settlement and to appear at the Final Approval Hearing; (iii) was
24 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
25 notice; and (iv) met all applicable requirements of California Rule of Court 3.769(f) and due
26 process, and any other applicable rules or law.

1 13. The Court finds that the notice program, previously approved by the Court in
2 granting Preliminary Approval, has been implemented and complies with California Rule of
3 Court 3.769(f).

4 14. The notice program was extensive and robust. Among other things, it included
5 individual notice via email (and, as necessary, postal mail) to every member of the Settlement
6 Class for whom contact information was available. From September 1, 2021, through
7 September 3, 2021, the Settlement Administrator sent the Settlement Class Notice (with claim
8 submission instructions) by email to 721,619 email addresses of members of the Settlement
9 Class. For those email messages that were returned as undeliverable, the Administrator
10 subsequently sent a Settlement Class Notice and a claim form by postal mail. Ultimately, the
11 Settlement Administrator successfully contacted approximately 99.9% of the Settlement Class.

12 15. Following these initial efforts, the Settlement Administrator sent reminder
13 notices by email and mail on September 21, 2021 and again on October 5, 2021 to all those
14 members of the Settlement Class who had not yet submitted claims. The Administrator then
15 sent additional weekly email reminders on October 12, 2021; October 19, 2021; October 26,
16 2021; and November 1, 2021. Settlement Class Members who were entitled to receive double
17 points in the settlement received an additional reminder on October 22, 2021.

18 16. Proof that email and postal mail notice complied with the Preliminary Order has
19 been filed with the Court. The notice program fully complied with California Rule of Court
20 3.769 and the requirements of due process. It provided due and adequate notice to the
21 Settlement Class, in fact, the “reach rate” of the Settlement Class Notice was nearly 99.9
22 percent. Additionally, the Parties sent multiple reminder notices, meaning many settlement
23 class members received notice of the settlement multiple times.

24 17. The Court finds that the Plan of Allocation is fair, reasonable, and adequate. The
25 Plan of Allocation provides monetary recovery, on a pro rata basis, to all members of the
26 Settlement Class who file a timely claim based on their estimated miles, awarding double credit
27 to those who opted out of Postmates’ arbitration provision, initiated arbitration, or who
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1 demonstrated in writing an interest in initiating an arbitration demand against prior to January 1,
2 2021. The Court also notes that there is no reversion of the Settlement Fund, maximizing the
3 amount of payments to members of the Settlement Class. Accordingly, the Plan of Allocation is
4 approved.

5 18. The Court has reviewed the objections to this Settlement and overrules them.
6 The Court notes that despite an extensive and robust Class Notice program, very few members
7 of the Settlement Class objected. The response to the proposed Settlement has been positive.
8 The Court overrules the objections and finds that they are without merit.

9 19. Pursuant to this Order and Final Judgment, Settlement Class Members' Released
10 Claims, as defined in ¶ 2.41 of the Settlement Agreement (which definition is incorporated
11 herein by reference), are hereby dismissed with prejudice and without costs, other than those
12 costs permitted under the Settlement Agreement.

13 20. Pursuant to this Order and Final Judgment, General Released Claims, as defined
14 in ¶ 2.16 of the Settlement Agreement (which definition is incorporated herein by reference) are
15 hereby dismissed with prejudice and without costs, other than those costs permitted under the
16 Settlement Agreement.

17 21. Pursuant to this Order and Final Judgment, Authorized Claimants' Released
18 Claims, as defined in ¶ 2.2 of the Settlement Agreement (which definition is incorporated herein
19 by reference) are hereby dismissed with prejudice and without costs, other than those costs
20 permitted under the Settlement Agreement.

21 22. Pursuant to this Order and Final Judgment, all claims asserted in the Action are
22 hereby dismissed with prejudice and without costs, other than those costs permitted under the
23 Settlement Agreement.

24 23. As of the Effective Date, the Named Plaintiffs, all of the Settlement Class who
25 have not been validly and timely excluded from the Settlement Class as defined in the
26 Settlement Agreement, and their heirs, estates, trustees, executors, administrators, principals,
27 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through
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1 them or acting or purporting to act for them or on their behalf, regardless of whether they have
2 received actual notice of the proposed Settlement, have conclusively compromised, settled,
3 discharged, and released the Authorized Claimants' Released Claims, General Released Claims,
4 and Settlement Class Members' Released Claims against Defendant and all the Released Parties,
5 and are bound by the provisions of this Agreement.

6 24. All Settlement Class Members, regardless of whether they have been excluded
7 from the Settlement, are bound by the settlement and release of the Labor Code Private
8 Attorneys' General Act of 2004 ("PAGA") claims or remedies under the Final Judgment. The
9 Court further affirms that the Labor and Workforce Development Agency's claims for civil
10 penalties pursuant to PAGA, from anytime between June 3, 2017, and January 1, 2021, are also
11 extinguished under the terms of the Settlement.

12 25. The Settlement Agreement and this Order are binding on, and have res judicata
13 and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass
14 the Authorized Claimants' Released Claims and that are maintained by or on behalf of the
15 Authorized Claimants and/or their heirs, estates, trustees, executors, administrators, principals,
16 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through
17 them or acting or purporting to act for them or on their behalf, (ii) that encompass the Named
18 Plaintiffs' General Released Claims and that are maintained by or on behalf of the Named
19 Plaintiffs and/or their heirs, estates, trustees, executors, administrators, principals, beneficiaries,
20 representatives, agents, assigns, and successors, and/or anyone claiming through them or acting
21 or purporting to act for them or on their behalf, and (iii) that encompass the Settlement Class
22 Members' Released Claims and that are maintained by or on behalf of any member of a
23 Settlement Class who has not been excluded from the Settlement Class and/or his or her heirs,
24 estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents,
25 assigns, and successors, and/or anyone claiming through them or acting or purporting to act for
26 them or on their behalf regardless of whether the Settlement Class Member previously initiated
27 or subsequently initiates individual litigation or other proceedings encompassed by the
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1 Settlement Class Members' Released Claims, and even if such Settlement Class Member never
2 received actual notice of the Action or this proposed Settlement.

3 26. Except as explicitly provided in the Settlement Agreement, and/or as necessary
4 for Defendant to enforce this Order, neither the Settlement (approved or not) nor any exhibit,
5 document, or instrument delivered thereunder, nor any statement, transaction, or proceeding in
6 connection with the negotiation, execution, or implementation of the Settlement, nor any
7 proceedings taken pursuant thereto, shall be admissible in this or any other proceeding for any
8 purpose, including as evidence, a presumption, concession, or an admission. Without limitation
9 of the foregoing, nothing contained in the Settlement (approved or not approved), nor any
10 exhibit, document, or instrument delivered thereunder, nor any statement, transaction, or
11 proceeding in connection with the negotiations, execution, or implementation of the Settlement,
12 nor any proceedings taken pursuant thereto, shall be given any form of res judicata, collateral
13 estoppel, or judicial estoppel effect against Defendant or the other Released Parties in any
14 administrative or judicial form or proceeding. Notwithstanding the foregoing, references may
15 be made to the Agreement and the Settlement provided for therein as may be necessary to
16 effectuate the provisions of the Agreement and Order, as further set forth in the Settlement
17 Agreement.

18 27. The Court orders that if the Settlement Agreement is terminated or disapproved
19 in whole or in part by any court, or the Effective Date for any reason does not occur, the order
20 certifying the Settlement Class and FLSA collective for purposes of effectuating the Settlement
21 Agreement, and all preliminary and/or final findings regarding the Settlement Class, shall be
22 void ab initio and automatically vacated upon notice to the Court, the Action shall proceed as
23 though the Settlement Class had never been certified pursuant to the Settlement Agreement and
24 such findings had never been made, and the Action shall revert nunc pro tunc to the procedural
25 status quo as to the date and time immediately before the execution of the Settlement
26 Agreement, in accordance with the Settlement Agreement. In such event, the Agreement and
27 the fact that it was entered into shall not be offered, received, or construed as an admission by
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1 any Party or of any misrepresentation or omission in any statement or written document
2 approved or made by any Party, or of the certifiability of a litigation class or the appropriateness
3 of maintaining a representative action, as further set forth in the Settlement Agreement.

4 28. The Court finds the Settlement is in good faith pursuant to California Code of
5 Civil Procedure 877.6; that the amount to be paid in the Settlement is fair and reasonable
6 considering the Named Plaintiffs' and the Settlement Class Members' potential total recovery
7 and Defendant's potential liability; that the allocation of the Settlement is fair; that the
8 Settlement is not meant to be the equivalent of liability damages; that the Settlement considers
9 the relevant financial circumstances of the Defendant; and that the Settlement is not the product
10 of and does not evince collusion, fraud, or tortious conduct.

11 29. The Parties, without further approval from the Court, may agree to and adopt
12 such amendments, modifications, and expansions of this Agreement, including all Exhibits
13 hereto, as: (i) shall be consistent in all material respects with this Order and (ii) do not limit the
14 rights of Settlement Class Members.

15 30. Without affecting the finality of this Judgment, the Court reserves jurisdiction
16 over the Named Plaintiffs, the Settlement Class, and Defendant as to all matters concerning the
17 administration, consummation, and enforcement of the Settlement Agreement.

18
19 IT IS SO ORDERED.

20
21
22 Dated:

By: _____
The Hon. Suzanne Ramos Bolanos
Judge of the Superior Court