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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JACOB RIMLER and GIOVANNI JONES on behalf of themselves and other similarly situated and in their capacities as Private Attorneys General Representatives,

Plaintiffs,

v.

POSTMATES, INC.,

Defendant.

Case No. CGC-18-567868

SUPPLEMENTAL DECLARATION OF SHANNON LISS-RIORDAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Department 304
Hon. Anne-Christine Massullo

Hearing Date: January 31, 2020
Hearing Time: 1:30 p.m.

Complaint Filed: July 5, 2018
TRIAL DATE: NONE SET

I, Shannon Liss-Riordan, declare as follows:

1. I am a partner at the law firm of Lichten & Liss-Riordan, P.C. and am lead attorney for the settlement class in the above-captioned matters. I submit this supplemental declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the information set forth herein.

2. I calculated the maximum PAGA penalty for the Plaintiffs' expense reimbursement claim, pursuant to Cal. Lab. Code § 2699(f)(2) by multiplying the number of couriers by $100 (in order to represent the penalty for the initial pay period). I then multiplied $200 (the penalty for the subsequent pay period violations) by the number of PAGA pay periods during the statutory period. I then added the two numbers together, which equals approximately $274.4 million.

3. In the Singer v. Postmates action, Postmates responded to written discovery requests, produced thousands of pages of written discovery related to its business model, and the Postmates Senior Vice President of Operations was deposed. This discovery, while not conducted as part of this case, informed my decisions as to the settlement value of this case, as Postmates' business model has not changed in the intervening period. In the Albert v. Postmates action, Postmates responded to Plaintiffs' written discovery requests and produced documents relevant to Joshua Albert's work for Postmates. In advance of the mediation session which resulted in this settlement, Postmates produced detailed data in the form of an Excel spreadsheet that disclosed the number of couriers who have worked for Postmates during the time period covered by this case, the miles driven by these couriers, the couriers' hours worked, the couriers' earnings, and the number of PAGA pay periods covered by the case.

4. When I have settled cases asserting class action and PAGA claims, I have submitted the proposed settlement to the California Labor and Workforce Development Agency after the court grants preliminary approval of the settlement, in order to allow the LWDA an opportunity to respond prior to the final approval hearing.

5. In compliance with the Court's order, I filed the proposed settlement (as modified and filed concurrently with this supplemental briefing) with the LWDA on January 15, 2020.

6. When I have settled gig economy misclassification cases in the past, the class members have received their settlement payment via IRS Form 1099.

7. In my twenty years of experience as a class action attorney, I have overseen administration of many dozens of class settlements. From this experience, I have learned what amounts have been sufficient to use for dispute funds. Based on my experience, I believe that the amount the parties have allocated in this settlement, as well as the uncashed checks, should be sufficient in the event that any class members have been inadvertently excluded from the class

8. Attached hereto as **Exhibit A** is revised version of the Settlement Agreement as agreed to by the parties.

9. Attached hereto as **Exhibit B** is a document comparing the original version of the Settlement Agreement with the revised version.

10. Attached hereto as **Exhibit C** is a revised version of the Notice as agreed to by the parties.

11. Attached hereto as **Exhibit D** is a document comparing the original version of the Notice with the revised version.

12. Attached hereto as **Exhibit E** is the Declaration of Loree Kovach Regarding Notice and Settlement Administration, Singer v. Postmates, Inc., (N.D. Cal.) Case No. 15-cv-1284, Dkt. 92-1.

13. Attached hereto as **Exhibit F** is the Supplemental Declaration of Loree Kovach Regarding Notice and Settlement Administration, Marciano v. DoorDash, Inc., (San Francisco Superior Court) Case No. CGC-15-548101.

14. Attached hereto as **Exhibit G** is the Declaration of Loree Kovach of Garden City Group, LLC Regarding Notice and Settlement Administration, Cotter v. Lyft, Inc., (N.D. Cal.) Case No. 13-cv-4065, Dkt. 271-1.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 15, 2020, in Boston, Massachusetts.

By: _____
Shannon Liss-Riordan

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JACOB RIMLER, GIOVANNI JONES, DORA LEE, KELLYN TIMMERMAN, and JOSHUA ALBERT, on behalf of themselves and others similarly situated and in their capacities as Private Attorney General Representatives,

Plaintiffs,

v.

POSTMATES INC.,

Defendant.

Case No. CGC-18-567868

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, including Exhibits A through C hereto ("Settlement Agreement" or "Agreement"), is made and entered into by, between, and among Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert ("Plaintiffs") on behalf of themselves and the Settlement Class, as defined below, on the one hand, and Defendant Postmates Inc. ("Defendant" or "Postmates") on the other hand. Plaintiffs and Defendant (collectively, the "Parties") enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against Postmates in the following putative collective, representative, and class actions: (1) Rimler v. Postmates, Inc., Case No. CGC-18-567868 in the Superior Court of California, San Francisco County, and the related appeal docketed at No. A156450 in the California Court of Appeal, First Appellate District; (2) Lee v. Postmates, Inc., Case No. 3:18-cv-03421-JCS, in the United States District Court for the Northern District of California, and the related appeals docked at Nos. 19-15024 and 19-80055 in the United States Court of Appeals for the Ninth Circuit; and (3) Albert v. Postmates, Inc., Case No. 18-cv-07592-JCS, in the United States District Court for the Northern District of California; including as amended pursuant to this Agreement (taken together, the three cases shall be referred to as "the Action"), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

I. RECITALS

This Agreement is made in consideration of the following facts:

1.1. WHEREAS, on July 5, 2018, Plaintiff Jacob Rimler filed a California Private Attorneys General Act ("PAGA"), Labor Code §§ 2698, *et seq.* representative action complaint in the Superior Court of California, San Francisco County (Case No. CGC-18-567868), asserting on behalf of himself and all couriers classified by Postmates as independent contractors in California various wage-related claims against Postmates arising from Postmates'

alleged misclassification of couriers as independent contractors. On July 11, 2018, Plaintiff Rimler filed a First Amended Complaint, which added Plaintiff Giovanni Jones ("the Rimler action");

1.2. WHEREAS, on August 17, 2018, Postmates filed a Petition for an Order Compelling Arbitration, which the Rimler Plaintiffs opposed. On January 2, 2019, the Court denied Postmates' Petition, and Postmates filed a notice of appeal. Before any briefing was conducted on the appeal, Postmates and the Rimler Plaintiffs agreed to mediate the Rimler Action and requested an extension of briefing deadlines in light of the mediation, which the Court granted;

1.3. WHEREAS, on May 8, 2018, Plaintiff Dora Lee filed a class action complaint in the Superior Court of California, San Francisco County (Case No. CGC-18-566394) on behalf of herself and a proposed class consisting of all couriers in California classified by Postmates as independent contractors, asserting various wage-related claims against Postmates arising from Postmates' alleged misclassification of couriers as independent contractors. On June 8, 2018, Postmates filed a Notice of Removal to the United States District Court for the Northern District of California, Case No. 3:18-cv-03421-JCS. On July 23, 2018, Postmates filed a Motion to Compel Arbitration. On October 15, 2018, the Court granted Plaintiff Lee's Motion for Leave to Amend the Complaint to add Plaintiffs Kellyn Timmerman and Joshua Albert, and granted Postmates' Motion to Compel Arbitration of Plaintiff Lee's claims. On November 6, 2018, Postmates filed a Motion to Compel Arbitration for Plaintiff Timmerman. On December 17, 2018, the Court granted Postmates' Motion to Compel Arbitration and dismissed the case so that Plaintiffs Lee and Timmerman could pursue an appeal to the United States Court of Appeals for the Ninth Circuit. On January 4, 2019, Plaintiffs Lee and Timmerman filed a notice of appeal, which is pending as Ninth Cir. Case No. 19-15024 (together with the case dismissed by the Northern District of California, the "Lee Action"). Subsequently, Plaintiffs Lee and Timmerman moved the District Court to certify its orders for interlocutory review. The Court

granted the motion, and Plaintiffs Lee and Timmerman filed a petition in Ninth Cir. Case No. 19-80055, seeking permission to appeal. On July 30, 2019, the Ninth Circuit denied the petition;

1.4. WHEREAS, on December 17, 2018, the District Court in Lee severed Plaintiff Joshua Albert's claims to proceed as a separate case, Northern District of California Case No. 3:18-cv-07592-JCS. On January 4, 2019, Plaintiff Albert filed a Second Amended Complaint asserting a PAGA claim based on various wage-related claims against Postmates arising from Postmates' alleged misclassification of couriers as independent contractors (the "Albert" Action). The parties were engaged in written discovery until they requested and received a stay to participate in mediation;

1.5. WHEREAS, Plaintiffs allege generally that Postmates improperly classified them and all putative Settlement Class Members as independent contractors rather than employees, and assert derivative claims related thereto;

1.6. WHEREAS, Postmates denies the allegations in the Action; maintains that each courier's claims must be individually arbitrated pursuant to any arbitration agreement to which that courier may be bound; denies that it has engaged in any wrongdoing; denies that any Settlement Class Member was ever an employee of Postmates; denies that Plaintiffs' allegations state valid claims; denies that a litigation class could properly be certified in the Action; denies that Plaintiffs' claims could properly be maintained as a collective, class or representative action; and states that it is entering into this Settlement Agreement solely to eliminate the burden, expense, and delay of further litigation and arbitrations, and on the express conditions that: (a) if for any reason the Settlement is not finalized according to the terms of this Agreement, the Settlement and the documents generated as a result of the Settlement shall be void *ab initio*, and shall not be admissible or usable for any purpose in any of the cases included in the Action or any other civil or administrative proceeding or arbitration; and (b) this Settlement and the documents generated as a result of the Settlement are not admissible or

usable in any other civil or administrative proceeding or arbitration, except to the extent necessary to enforce this Settlement and the orders, judgment and agreements arising from this Settlement;

1.7. WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties are due from Postmates to any putative Settlement Class Member or to the California Labor and Workforce Development Agency ("LWDA");

1.8. WHEREAS, in preparation for mediation, Postmates and Plaintiffs engaged in extensive informal discovery, exchanging information, documents and voluminous data, which enabled the parties and the mediator to thoroughly evaluate Plaintiffs' claims and the claims of the putative Settlement Class Members, and the likely outcomes, risks, and expense of pursuing litigation;

1.9. WHEREAS, the Plaintiffs and Postmates attended an in-person mediation session with professional mediator Tripper Ortman of Ortman Mediation, who is experienced in mediating class action disputes, before agreeing to the terms of this arm's-length Settlement;

1.10. WHEREAS, as a result of the mediation, Plaintiffs and Plaintiffs' Counsel believe that the global Settlement provides a favorable recovery for the Settlement Class, based on the claims asserted, the evidence developed, and the damages that might be proven against Postmates in the Action. The Plaintiffs and Plaintiffs' Counsel further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Postmates through trial and appeals. They also have considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in any such litigation. They are also mindful of the inherent challenges of proof and the strength of the defenses to the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice as set forth herein, subject to the approval of the Court;

1.11. WHEREAS, Plaintiffs and Plaintiffs' Counsel, based on their own independent investigations and evaluations, have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the claims of the Plaintiffs, the claims of the average Settlement Class Member, the risks associated with the continued prosecution of the Action, and the likelihood of success on the merits of the Action, and believe that, after considering all the circumstances, including the uncertainties surrounding the risk of further litigation and the defenses that Postmates has asserted and could assert, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, in the best interests of the Plaintiffs and the Settlement Class, and confers substantial benefits upon the Settlement Class;

1.12. WHEREAS, Plaintiffs warrant and represent that they are effecting this Settlement and executing this Agreement after having received full legal advice as to their respective rights and have had the opportunity to obtain independent counsel to review this Agreement;

1.13. WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement, any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute, law, or regulation by Released Parties; (iii) any liability on the claims or allegations in the Action on the part of any Released Parties; (iv) any waiver of Postmates' right to arbitration or the enforceability of any Postmates arbitration agreement; or (v) the propriety of certifying a litigation class or pursuing representative relief under PAGA in the Action or any other proceeding; and shall not be used by any Person for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Postmates, nor has there

been any final determination as to whether a class should be certified or whether representative claims may properly be pursued, other than for settlement purposes only;

1.14. WHEREAS, for settlement purposes only, Postmates will stipulate to the certification of class claims that are subject to the certification requirements of California Code of Civil Procedure section 382, on the express condition that if this Settlement Agreement is not preliminarily or finally approved, this paragraph, the Settlement Agreement, and any class certified pursuant to the Settlement Agreement are all void *ab initio*. Postmates disputes that certification is proper for the purposes of litigating the class claims proposed in or flowing from the claims asserted in the Rimler, Lee, or Albert lawsuits;

1.15. WHEREAS, the Parties desire to compromise and settle all Released Claims, including, all issues and claims that have been, could have been, or should have been brought against Postmates or related persons in the Action, and all claims brought on a putative class and representative basis in the Rimler, Lee, and Albert lawsuits;

1.16. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class and by Postmates, that, subject to the approval of the Court, the Action (including Rimler, Lee, and Albert, the lawsuits that comprise the Action) shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

2.1 "Authorized Claimant" means any Settlement Class Member who submits a valid and timely Claim that qualifies for a payment under the terms of this Settlement

Agreement and who by validly and timely submitting the Claim using the Claim Form consents to join as a party plaintiff in the Fair Labor Standards Act ("FLSA") claims in this Action.

2.2 "Authorized Claimants' Released Claims" means all of the Settlement Class Members' Released Claims as well as any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Released Parties or any of them based on putative violations of federal law based on or related to the claims asserted in or that could have been asserted in this Action under the FLSA. "Authorized Claimants' Released Claims" include any unknown claims that an Authorized Claimant does not know or suspect to exist in his or her favor, which if known by him or her, might have affected this Settlement Agreement and release of the Released Parties.

2.3 "Bar Date" means the final time and date by which a Claim Form must be postmarked or submitted to the Settlement Administrator for a Settlement Class Member to be eligible to receive an Individual Settlement Payment. The Bar Date shall be sixty (60) days after the Notice Distribution Date and shall be specifically identified and set forth in the Preliminary Approval Order and the Settlement Class Notice.

2.4 "Claim" means the submission to be made by a Settlement Class Member using the Claim Form, which form shall serve as the Settlement Class Member's means of requesting payment from the Total Settlement Amount and serve as that Settlement Class Member's Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b).

2.5 "Claim Form" means the document included in the Settlement Class Notice without material variation from the relevant portion of Exhibit A. The Claim Form, if signed by a Settlement Class Member and timely and validly submitted to the Settlement Administrator, shall serve as that Settlement Class Member's Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b), and effect a full and complete

release of all claims under the FLSA based on or reasonably related to the claims asserted in this Action. To be valid, a Claim Form must be signed without any deletion or amendment to its language regarding the release of the FLSA claims and without any deletion or amendment to any other portion. If the Court does not finally approve this Settlement Agreement, any Consent to Join and release of the FLSA claims filed on behalf of any Settlement Class Member shall be void *ab initio*.

2.6 "Consent to Join" means a Settlement Class Member's consent to join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement Class Member's signed Claim Form that is timely and validly submitted to the Settlement Administrator shall serve as that Settlement Class Member's Consent to Join.

2.7 "Courier" means any individual who has been approved to use or has used the Postmates platform as an independent contractor courier.

2.8 "Superior Court" means the Superior Court of California, San Francisco County.

2.9 "Dispute Resolution Fund" means the fund consisting of Two Hundred and Fifty Thousand dollars and no cents ($250,000) set aside from the Total Settlement Amount to be used: (i) to resolve any bona fide disputes that may arise regarding the calculation and disbursement of Individual Settlement Payments according to the Plan of Allocation, as provided in Section III(8)(f); and (ii) to disburse Individual Settlement Payments to individuals mistakenly excluded from the Settlement Class, as provided in Section III(8)(f). The Dispute Resolution Fund shall be paid from the Total Settlement Amount.

2.10 "Effective Date" means seven (7) days after which both of the following events have occurred: (i) the Court's Final Approval order and Judgment has been entered, and (ii) the Court's Final Approval order and Judgment have become Final.

2.11 "Estimated Miles" means the estimated total number of miles from the location where a delivery offer is accepted to the location where orders are picked up and to the location

where orders are delivered, for each Settlement Class Member during the Settlement Period, as determined by Postmates' records.

2.12 "Exclusion/Objection Deadline" means the final date by which a Settlement Class Member may either (i) object to any aspect of the Settlement (pursuant to the Preliminary Approval Order and Section VIII), or (ii) request to be excluded from the Settlement (pursuant to the Preliminary Approval Order and Section VII). The Exclusion/Objection Deadline shall be sixty (60) days after the Notice Distribution Date, and shall be specifically identified and set forth in the Preliminary Approval Order and the Settlement Class Notice.

2.13 "Final" when referring to a judgment or order, means that (i) the judgment is a final, appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in its entirety.

2.14 "Final Approval" means the Court's entry of an order that the Named Plaintiffs and Postmates will seek from the Court, to be agreed upon by the Parties, and the entry of which shall reflect the Court's Judgment finally approving the Settlement Agreement.

2.15 "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Distribution Date for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable, and adequate; (iii) ruling upon an application by Settlement Class Counsel for Attorneys' Fees; and (iv) ruling on the application for a Settlement Class Counsel Award.

2.16 "General Released Claims" includes all of the Settlement Class Members' Released Claims, with the addition of: (i) violations of Title VII of the Civil Rights Act of 1964;

(ii) violations of the Civil Rights Act of 1866; (iii) violations of the Americans with Disabilities Act; (iv) violations of any and all potential claims against Postmates that could be brought under corresponding state or local law; and (v) any claims for wages, penalties, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation, defamation, slander, retaliation, discrimination, harassment, wrongful termination, infliction of emotional distress, loss of future earnings or profits or any other claims based upon any state or federal public policy, or any other alleged wrongful conduct or injury, arising out of or in any way connected with any acts or omissions occurring during the Settlement Period, based on the claims that were alleged in the Action or that arise out of or relate to Plaintiffs' relationship with Postmates or the services Plaintiffs provided using Postmates' platform, or that arise out of or relate to the facts alleged in the action, in addition to all claims based on or arising under the federal and state law sections included in the Settlement Class Members' Released Claims and any other equivalent federal, state, or local law of any state or locality in which Plaintiffs reside and/or used Postmates' platform as an independent contractor courier.

2.17 "Individual Settlement Payment" means the amount payable from the Total Settlement Amount to each Settlement Class Member who does not timely and properly request exclusion from the Settlement Class and submits a Claim Form. The Individual Settlement Payment shall be calculated pursuant to Section V herein.

2.18 "Judgment" means the judgment to be entered in the Action on Final Approval of this Settlement.

2.19 "Legally Authorized Representatives" means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member's estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person responsible for handling the business affairs of a Settlement Class Member who is not the Settlement Class Member's counsel.

2.20 "Notice Distribution Date" means the date of the initial distribution of the Settlement Class Notice to Settlement Class Members as set forth in Section VI.

2.21 "Opt-Out List" means the Court-approved list of all persons who timely and properly request exclusion from the Settlement Class as set forth in Section VII.

2.22 "PAGA Claims" means Plaintiffs Rimler, Jones, and Albert's representative claims seeking penalties pursuant to PAGA, as alleged in the Rimler and Albert Complaints and/or based on any other provision of the Labor Code, Wage Orders, or any other statute or regulation based upon independent contractor misclassification to the fullest extent permitted by law.

2.23 "PAGA Payment" means a total payment of $250,000 to settle all claims under the PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% will be distributed to Settlement Class Members.

2.24 "Plaintiffs" means Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert.

2.25 "Plaintiffs' Counsel" means Lichten & Liss-Riordan, P.C.

2.26 "Plan of Allocation" means the plan for allocating the Total Settlement Amount between and among Settlement Class Members as approved by the Court.

2.27 "Preliminary Approval Date" means the date that the Court enters the Preliminary Approval Order and thus: (i) preliminarily approves the Settlement Agreement, and the exhibits thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement Class, an opportunity to submit timely objections to the Settlement, a procedure for submitting Claims, and setting a hearing on the fairness of the terms of the Settlement Agreement, including approval of the Settlement Class Counsel Award.

2.28 "Preliminary Approval Order" means the order that the Plaintiffs and Postmates will seek from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval Order shall constitute preliminary approval of the Settlement Agreement.

2.29 "Released Claims" shall be construed as broadly as possible to effect complete finality over this litigation involving Postmates. "Released Claims" include (i) Settlement Class Members' Released Claims, (ii) General Released Claims, and (iii) Authorized Claimants' Released Claims. Notwithstanding any other provision of this Settlement Agreement, "Released Claims" do not include claims for personal injuries. Moreover, the release of any claims under the FLSA contemplated by this Settlement Agreement shall be effectuated only after a Settlement Class Member has timely and validly submitted a Claim and thereby Consented to Join as a party to the FLSA claims asserted in this action pursuant to 29 U.S.C. § 216(b).

2.30 "Released Parties" means (i) Postmates Inc. and its past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Postmates (but not including couriers who use the Postmates platform); and (ii) the past, present, and future shareholders, officers, directors, members, investors, agents, employees, agents, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in (i).

2.31 "Second Amended Complaint" means the Second Amended Complaint, without material variation from Exhibit C, that Settlement Class Counsel shall seek to file in Rimler, the lead lawsuit, pursuant to Paragraph 3.6 and shall file concurrently with the submission of the motion for preliminary approval of the Settlement so that the Second Amended Complaint may be filed promptly upon entry of the Preliminary Approval Order. The Second Amended Complaint shall (i) add Dora Lee, Kellyn Timmerman, and Joshua Albert as named Plaintiffs, and (ii) add the claims alleged in the Lee and Albert actions, including any and all class and representative action claims, and also any and all potential claims necessary to effectuate the release described herein.

2.32 "Service Awards" means the amount approved by the Court to be paid to each Plaintiff in addition to their respective Individual Settlement Payments, in recognition of their efforts in coming forward as named plaintiffs and as consideration for a full, general, and comprehensive release of the General Released Claims. The Service Award amount payable to Plaintiffs is not to exceed Five Thousand Dollars ($5,000) each.

2.33 "Settlement" means the settlement of this Action between and among Plaintiffs and Postmates, as set forth in this Settlement Agreement, including all attached Exhibits, which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference.

2.34 "Settlement Administrator" means the administrator selected by the parties, Simpluris.

2.35 "Settlement Administrator Expenses" means the maximum amount to be paid to the Settlement Administrator from the Total Settlement Amount, which shall be $450,000. All Settlement Administrator Expenses are to be paid exclusively from the Total Settlement Amount.

2.36 "Settlement Class" means 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 during the Settlement Period.

2.37 "Settlement Class Counsel" means Lichten & Liss-Riordan, P.C.

2.38 "Settlement Class Counsel Award" means (i) the attorneys' fees for Settlement Class Counsel's litigation and resolution of the Action, including the Rimler, Lee, and Albert lawsuits, and any and all arbitrations and claims resolved by this Settlement, as awarded by the Court, and (ii) all expenses and costs incurred by Settlement Class Counsel in connection with litigation and resolution of Rimler, Lee, and Albert, and any and all arbitrations and claims

resolved by this Settlement, as awarded by the Court, which, together, may not exceed thirty-three percent (33%) of the Total Settlement Amount.

2.39 "Settlement Class Information" means information regarding Settlement Class Members that Postmates will in good faith compile from its records and provide to the Settlement Administrator, solely for purposes of the Settlement Administrator's administration of the settlement, and for no other purpose. Settlement Class Information shall be provided to the Settlement Administrator and shall include, if possible, for each Settlement Class Member: full name, last known address, email address, and Estimated Miles. Because Settlement Class Members' private information is included in the Settlement Class Information, the Settlement Administrator shall maintain the Settlement Class Information in confidence and shall use and disclose Settlement Class Information only for purposes of this Settlement and for no other purpose; access shall be limited to employees of the Settlement Administrator with a need to use the Settlement Class Information as part of the administration of the Settlement.

2.40 "Settlement Class Member" means any member of the Settlement Class.

2.41 "Settlement Class Members' Released Claims" means 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, including any allegations in *Lee*, *Albert*, and/or *Rimler* preceding said 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.*; 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 during the Settlement Period.

2.42 "Settlement Class Notice" means the notice of class, representative, and collective action settlement and enclosed Claim Form to be provided to Settlement Class Members, without material variation from the relevant portion of Exhibit A.

2.43 "Settlement Period" means June 3, 2017 through October 17, 2019.

2.44 "Total Settlement Amount" means Eleven Million Five Hundred Thousand Dollars and zero cents ($11,500,000), which will resolve all Released Claims, and is the maximum amount that Postmates is obligated to pay under this Settlement Agreement under any circumstances to resolve and settle this Action, subject to Court approval. The Total Settlement Amount includes all costs and fees, including, but not limited to, the Settlement Class Counsel

Award, Settlement Administrator Expenses, escrow costs and expenses, Service Awards, interest, taxes and tax expenses, all payments to the Settlement Class and Plaintiffs, Settlement Class Members' tax obligations arising out of the Settlement, and the PAGA Payment.

2.45 "Void Date" means the date by which any checks issued to Settlement Class Members shall become void, i.e., on the 181st day after mailing.

III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR PRELIMINARY AND FINAL APPROVAL

3.1 Upon execution of this Settlement Agreement, the Plaintiffs shall submit to the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall include a proposed plan for sending the Settlement Class Notice to Settlement Class Members within twenty (20) days after the Preliminary Approval Date (the "Notice Distribution Date"), and establishing a period of sixty (60) days from the Notice Distribution Date within which any Settlement Class Member (i) may request exclusion from the respective Settlement Class, (ii) object to the proposed Settlement, or (iii) object to Settlement Class Counsel's request for the Settlement Class Counsel Award and for Service Awards to the Plaintiffs (the Exclusion/Objection Deadline). The motion for preliminary approval shall also request that any hearing on final approval of the Settlement and any determination on the request for a Settlement Class Counsel Award and Service Awards (the Final Approval Hearing) be set for after the Exclusion/Objection Deadline; that Settlement Class Counsel shall file a petition for the Settlement Class Counsel Award and Service Awards at least twenty-one (21) days before the Exclusion/Objection Deadline; that any opposition briefs on such motions and petitions be filed fourteen (14) days before the Final Approval Hearing; and that any reply briefs on such motions and petitions be filed seven (7) days before the Final Approval Hearing.

3.2 The Parties stipulate, for settlement purposes only, to certification of the Settlement Class under California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769, excluding the Settlement Class's PAGA Claims, on the express condition that if the Settlement is not Preliminarily or Finally Approved, this paragraph, the Settlement Agreement,

and any class certified pursuant to the Settlement Agreement are all void *ab initio*. The Parties also agree that this stipulation is in no way an admission that class certification is proper under the standard applied for litigation purposes, and that this stipulation shall not be admissible, and may not be used by any person for any purpose whatsoever, in any legal or administrative proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement, as further set forth in this Agreement. Postmates expressly reserves the right to oppose certification of any purported class should the settlement fail to become final and effective.

3.3 The Settlement is not intended to and may not be deemed to affect the enforceability of any arbitration agreement between Postmates and any member of the Settlement Class, including Plaintiffs.

3.4 Settlement Class Counsel and Plaintiffs agree to cooperate in good faith and to use their best efforts to seek a stay in the Lee Action and to keep the Albert Action stayed pending Final Approval of the Settlement, and upon Final Approval of the Settlement, Settlement Class Counsel and Plaintiffs agree to dismiss the Lee and Albert Actions with prejudice.

3.5 The Parties stipulate to the form of, and agree to submit to the Court for its consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement: Settlement Class Notice (Exhibit A), [Proposed] Preliminary Approval Order (Exhibit B), and [Proposed] Second Amended Complaint (Exhibit C).

3.6 Solely for purposes of implementing this Agreement and effectuating the proposed Settlement, the Parties agree and stipulate that:

3.6.1 Plaintiffs' Counsel shall amend the letters sent on behalf of Plaintiffs to the LWDA to add any and all claims alleged in the Rimler, Lee, and Albert actions, and any and all potential claims necessary to effectuate the Released Claims.

3.6.2 Plaintiffs shall seek the Court's permission to file the Second Amended Complaint, without material variation from Exhibit C, and Postmates shall consent to such amendment pursuant to Cal. Rule of Court 3.1324. The Second Amended Complaint shall be filed concurrently with the submission of the motion for preliminary approval of the Settlement Agreement so that the Second Amended Complaint may be filed or deemed filed promptly upon entry of the Preliminary Approval Order. Obtaining the Court's approval to file the Second Amended Complaint, the subsequent prompt entry of the Second Amended Complaint, and the dismissal of the Lee and Albert Actions are material conditions of this Settlement Agreement. The Parties agree that the filing of the Second Amended Complaint will streamline the settlement process. The Parties further agree and stipulate that the allegations in the Second Amended Complaint are deemed controverted by the answer previously filed by Postmates in response to the currently operative complaint, such that no further responsive pleading from Postmates is required. If for any reason the Settlement Agreement does not become Final or the Effective Date does not occur, the Second Amended Complaint shall not be operative and shall be deemed withdrawn; the parties agree to submit a stipulated motion to strike the Second Amended Complaint, and agree the Court shall strike the allegations of the Second Amended Complaint, so the operative complaint in the Rimler Action shall revert to the filed complaint that preceded the Second Amended Complaint; the Lee and Albert Actions shall proceed based on the operative complaints as currently filed; and the amended letters sent to the LWDA pursuant to paragraph 3.6.1 shall be void *ab initio*.

3.6.3 The Court may enter the Preliminary Approval Order, without material variation from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other things, the Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class for settlement purposes only; approve the Plaintiffs as class representatives, appoint Settlement Class Counsel to represent the Settlement Class, and appoint the Settlement Administrator; approve the Settlement Class Notice, and the notice plan embodied in the

Settlement Agreement, and approve them as consistent with California Code of Civil Procedure § 382 and Rules of Court, Rule 3.769 and due process; set out the requirements for disputing the information upon which Settlement Class Members' share of the Settlement will be calculated, objecting to the Settlement Agreement, excluding Settlement Class Members from the Settlement Class, all as provided in this Settlement Agreement; provide that certification of the Settlement Class and all actions associated with each certification are undertaken on the condition that each certification and other actions shall be automatically vacated and of no force or evidentiary effect if this Agreement is terminated, as provided in this Agreement, or if the Settlement does not become Final; preliminarily enjoin all Settlement Class Members, and their Legally Authorized Representatives and Plaintiffs' Counsel, unless and until they submit a timely request for exclusion pursuant to the Settlement Agreement, from attempting to effect an opt-out of a group, class, or subclass of individuals; and schedule the Final Approval Hearing.

3.7 Within 10 days of the Preliminary Approval Date, Settlement Class Counsel will notify the LWDA of the Preliminary Approval Order.

3.8 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval order and Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this Settlement and that, among other things:

3.8.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its consummation pursuant to the terms of the Settlement Agreement;

3.8.2 Finds that Settlement Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Agreement;

3.8.3 Re-confirms the appointment of the Settlement Administrator and finds that the Settlement Administrator has fulfilled its initial duties under the Settlement;

3.8.4 Finds that the Settlement Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and their right to exclude themselves

from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of California Rule of Court 3.769, due process, and any other applicable rules or law;

3.8.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in the Settlement nor be bound by the Final Approval order and Judgment;

3.8.6 Directs that the Final Approval order and Judgment of dismissal shall be final and entered forthwith;

3.8.7 Without affecting the finality of the Final Approval order and Judgment, retains continuing jurisdiction over the Plaintiffs, the Settlement Class and Postmates as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;

3.8.8 Adjudges that, as of the Final Approval Date, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List approved by the Court, and their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and released the General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and Settlement Class Members' Released Claims (in the case of the Settlement Class Members) against Postmates and the Released Parties, and are bound by the provisions of this Settlement Agreement;

3.8.9 Affirms that, notwithstanding the submission of a timely request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to Arias v. Superior Court (2009) 46 Cal. 4th 969, as requests for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;

3.8.10 Declares this Agreement and the Final Approval order and Judgment to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass the Plaintiffs' Claims, and that are maintained by or on behalf of Plaintiffs and/or their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf; and (ii) that encompass the Settlement Class Members' Released Claims and that are maintained by or on behalf of any Settlement Class Member who has not been excluded from the Settlement Class as provided in the Opt-Out List approved by the Court and/or his or her Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether the Settlement Class Member previously initiated or subsequently initiates individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members' Released Claims, and even if such Settlement Class Member never received actual notice of the Action or this proposed Settlement;

3.8.11 Determines that the Agreement and the Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, or a presumption, concession, or admission by, any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued, or of any

misrepresentation or omission in any statement or written document approved or made by any Party; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement;

3.8.12 Directs Settlement Class Counsel to seek dismissal of the Lee and Albert Actions with prejudice within 14 days of Final Approval;

3.8.13 Orders that the preliminary approval of the Settlement, certification of the Settlement Class, and Final Approval of the proposed Settlement, and all actions associated with them, are undertaken on the condition that they shall be vacated and void *ab initio* if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class or the appropriateness of maintaining a representative action, as further provided in Section XI;

3.8.14 Authorizes the Parties, with approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order and (ii) do not limit the rights of Settlement Class Members; and

3.8.15 Contains such other and further provisions consistent with the terms of this Settlement Agreement to which the Parties expressly consent in writing.

3.9 At the Final Approval Hearing and as a part of the final approval of this Settlement, Settlement Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to

terminate the Settlement Agreement, or (iii) impose any obligation on Postmates to increase the consideration paid in connection with the Settlement.

3.10 At the Final Approval Hearing, Settlement Class Counsel may also request entry of an Order approving the Settlement Class Counsel Award and for the Service Awards to the Plaintiffs. Any such Settlement Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement Payment. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees and expenses or Service Awards. The disposition of Settlement Class Counsel's application for a Settlement Class Counsel Award, and for Service Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that such application be granted. Any disapproval or modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in connection with the Settlement.

3.11 In no event shall any Released Party be obligated to pay settlement administration expenses beyond those provided for in this Agreement.

3.12 Within 10 days after entry of Judgment, Settlement Class Counsel will provide a copy of the Judgment to the LWDA.

IV. SETTLEMENT CONSIDERATION

4.1 The Total Settlement Amount is $11,500,000. This is an "all in" number that will resolve all Released Claims, and which includes, without limitation, all monetary benefits and payments to the Settlement Class and Plaintiffs, Service Awards, Settlement Class Counsel Award, Settlement Administrator Expenses, and the PAGA Payment, and all claims for interest, fees, and costs. Under no circumstances shall Postmates be required to pay anything more than the Total Settlement Amount. In no event shall Postmates be liable for making any payments

under this Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth in this Agreement.

4.2 The Plaintiffs and all Settlement Class Members who receive a payment of any kind from the Total Settlement Amount (including, in the case of the Plaintiffs, Service Awards) expressly acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be issued, if required. The Plaintiffs and all Settlement Class Members who receive a payment of any kind from the Total Settlement Amount agree to timely pay in full all of the federal, state, and municipal income taxes owed on such payments.

4.3 The terms of this Agreement relating to the Service Awards and Settlement Class Counsel Award were not negotiated by the Parties before full agreement was reached as to all other material terms of the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement Class. Postmates agrees to the amount of Service Awards (if any) granted by the Superior Court. The Plaintiffs and Settlement Class Counsel agree not to seek Service Awards in excess of the amounts described in Paragraph 2.32.

4.4 Settlement Class Counsel agrees not to seek an award of attorneys' fees, costs and expenses from the Court in excess of one third (1/3) of the Total Settlement Amount. Postmates agrees to the amount of attorneys' fees, costs and expenses (if any) granted by the Superior Court.

4.5 The payment of the Settlement Class Counsel Award, the Service Awards, the Settlement Administrator Expenses, the Individual Settlement Payments, and the PAGA Payment shall be made by the Settlement Administrator from the Total Settlement Amount within thirty (30) days after the Effective Date.

4.6 The Settlement Administrator shall pay the Settlement Class Counsel Award by check, payable to "Lichten & Liss-Riordan, P.C." Settlement Class Counsel shall provide the Settlement Administrator notice of receipt of the Settlement Class Counsel Award.

V. FUNDING AND ALLOCATION OF THE SETTLEMENT

5.1 Within fourteen (14) calendar days following the Effective Date, Postmates shall provide the Total Settlement Amount ($11,500,000) to the Settlement Administrator. The Settlement Administrator shall thereafter distribute the funds in the manner and at the times set forth in this Agreement.

5.2 To receive an Individual Settlement Payment from the Total Settlement Amount, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a Claim Form that satisfies the requirements of paragraph 5.3, must not have submitted a request for exclusion, and must be eligible for a payment under the Plan of Allocation.

5.3 A Claim Form is timely if it is postmarked by the Bar Date and mailed or submitted as an attachment to an email to the Settlement Administrator at the address in the Settlement Class Notice, or if it is submitted online to the Settlement Administrator, in accordance with the online submission instructions to be provided by the Settlement Administrator, by the Bar Date. The Claim Form must be signed (electronically, if submitted via online portal) under penalty of perjury. To be valid, a Claim Form must be signed without any deletion or amendment to its language regarding the release of FLSA claims and without any deletion or amendment to any other portion.

5.4 Settlement Class Members who timely submit a Claim Form will receive their proportionate share of the Total Settlement Amount. No Settlement Class Member who timely submits a Claim Form will receive less than $10.

5.5 Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment.

5.6 The Settlement Administrator shall calculate and distribute the Individual Settlement Payments for the Settlement Class Members within thirty (30) days following the Effective Date, provided Postmates has provided the Total Settlement Amount to the Settlement Administrator in accordance with Paragraph 5.1.

5.7 Individual Settlement Payments shall be tied to the following distribution formula:

> Settlement class members will be awarded points proportional to the estimated number of miles driven while using the Postmates application as a courier, with one point for every estimated mile driven. Settlement class members who either opt out of arbitration, initiate arbitration, or demonstrate in writing an interest in initiating an arbitration demand against Postmates prior to October 17, 2019 will have their points doubled for purposes of this distribution formula (to account for, from plaintiffs' perspective, these drivers' greater likelihood of having their claims pursued, in light of Postmates' arbitration clauses).

Postmates will produce Settlement Class Information needed for the allocation to be calculated. The Total Settlement Amount is non-reversionary.

5.8 Following distribution of the Individual Settlement Payments to Settlement Class Members, any Settlement Class Members who received checks for more than $100 that remain uncashed more than 60 days after distribution will receive a reminder to cash their check. All funds not claimed prior to the Void Date (i.e. all funds from uncashed checks and any remaining funds in the Dispute Resolution Fund) shall be redistributed to the Settlement Class Members who received and cashed their Individual Settlement Payments (as well as to Settlement Class Members who submitted late claims by that date, to the extent that settlement funds remain available to pay these late claimants). These unclaimed funds shall be redistributed pursuant to the same formula described in Paragraph 5.7. These residual funds will only be distributed to Settlement Class Members for whom this second payment would be at least $50. The value of any uncashed checks following this residual distribution will be donated on a *cy pres* basis to Legal Aid at Work.

5.9 The Individual Settlement Payments received shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS Form 1099s (if required). The portions allocated to Service Awards shall likewise be reported on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies of IRS Form 1099s for the Plaintiffs and Settlement Class Members.

VI. NOTICE PROCEDURES

6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval Order, Postmates shall provide the Settlement Administrator with the Settlement Class Information for purposes of sending the Settlement Class Notice to Settlement Class Members.

6.2 No more than twenty (20) calendar days after entry of the Preliminary Approval Order (on the Notice Distribution Date), the Settlement Administrator shall send the Settlement Class Notice to the Settlement Class Members, via electronic mail.

6.3 The Settlement Class Notice will inform Settlement Class Members of their right to request exclusion from the Settlement, of their right to object to the Settlement, and of their right to dispute the information upon which their share of the Settlement will be calculated and the claims to be released.

6.4 The Settlement Class Notice shall include an explanation for how the Estimated Miles will be used to calculate the Individual Settlement Payments. The Settlement Administrator's determination of the amount of any Settlement Class Member's Estimated Miles shall be binding upon the Settlement Class Member, and the Parties. There will be a presumption that Postmates' records are correct, absent evidence produced by a Settlement Class Member to the contrary.

6.5 If any Settlement Class Notice sent via electronic mail to any Settlement Class Member is undeliverable, the Settlement Administrator shall, within seven (7) days of an undeliverable email, mail the Settlement Class Notice to each Settlement Class Member whose Settlement Class Notice was undeliverable. Before mailing, the Settlement Administrator shall make a good-faith attempt to obtain the most-current names and postal mail addresses for all Settlement Class Members to receive such postal mail, including cross- checking the names and/or postal mail addresses it received from Postmates, as well as any other sources, with appropriate databases (e.g., the National Change of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-current names and/or postal mail

addresses for Settlement Class Member. All Settlement Class Members' names and postal mail addresses obtained through these sources shall be protected as confidential and not used for purposes other than the notice and administration of this Settlement. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member. The address determined by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The Bar Date and Exclusion/Objection Deadlines shall be extended as necessary in order to ensure that the Settlement Class Member receiving a mailed notice has sixty (60) days to submit a claim form or to opt-out or object to the Settlement.

6.6 If any Settlement Class Notice to a Settlement Class Member is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the postal mailing to that address. For any remaining returned postal mailings, the Settlement Administrator shall make a good-faith search of an appropriate database (as described in the preceding paragraph), and postal mailings shall be forwarded to any new postal mail address obtained through such a search. In the event that any Settlement Class Notice is returned as undeliverable a second time, no further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing the instances Settlement Class Notices are returned as undeliverable.

6.7 At least two reminders will be sent to Settlement Class Members following the initial Settlement Class Notice, and the parties will agree to any further reminders that may be reasonably necessary to assure adequate opportunity for class members to participate in the settlement. These reminders will be sent to Settlement Class Members who have not already submitted a claim form, opt-out request, or objection. These reminders will be sent via email to those Settlement Class Members whose emailed notices were not returned as undeliverable and via mail for those Settlement Class Members who received their initial Settlement Class Notice in the mail. Settlement class members who are expected to have their points doubled pursuant

to Paragraph 5.7 will receive at least one additional reminder (for a total of at least three reminders) advising them of their right to opt-out and continue to pursue their claims in arbitration or to release their claims in order to participate in the settlement.

6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

6.9 The Settlement Administrator will provide Settlement Class Notice by, at a minimum, (i) electronic mail notice without material variation from the form attached as the relevant portion of Exhibit A; (ii) if necessary in accordance with Paragraph 6.7, first-class mail (where available) notice without material variation from the relevant portion of Exhibit A; and (iii) a content-neutral settlement website accessible to Settlement Class Members managed by the Settlement Administrator, and approved by counsel for the Parties, which will contain further information about the Settlement, including relevant pleadings. The Settlement Class Notice shall comply with California Rule of Court 3.769 and due process.

6.10 Prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of dissemination with regard to the mailing of the Settlement Class Notice, and any attempts by the Settlement Administrator to locate Settlement Class Members, its receipt of valid Claim Forms, Opt-outs, and Objections (and copies of same), and its inability to deliver the Settlement Class Notice to Settlement Class Members due to invalid addresses ("Due Diligence Declaration"), to Settlement Class Counsel and counsel for Postmates for presentation to the Court. Settlement Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

6.11 If any individual whose name does not appear in the Settlement Class Information, believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute his or her exclusion from the Settlement Class. If an individual believes

he or she is a Settlement Class Member, he or she must notify the Settlement Administrator by mail, email, or telephone within thirty (30) days after the distribution of the Settlement Class Notice. The Parties will meet and confer regarding any such individuals in an attempt to reach an agreement as to whether any such individual should be regarded as a Settlement Class Member. If the Parties so agree, such an individual will have all of the same rights as any other Settlement Class Member under this Agreement. In the event that the Parties agree that the individual is a Settlement Class Member, the Individual Settlement Payment to such individual shall be disbursed from the Dispute Resolution Fund, as long as sufficient money is left in the Dispute Resolution Fund. Under no circumstances will any action under this paragraph increase the Total Settlement Amount.

VII. PROCEDURES FOR REQUESTS FOR EXCLUSION

7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out of the Settlement. Those who wish to exclude themselves (or "opt out") from the Settlement Class must submit timely, written requests for exclusion. To be effective, such a request must include the Settlement Class Member's name, address, and telephone number; a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature of the Settlement Class Member or the Legally Authorized Representative (who is not the Settlement Class Member's counsel) of the Settlement Class Member. The request must be mailed or emailed to the Settlement Administrator at the address provided in the Settlement Class Notice and must be postmarked or emailed no later than the Exclusion/Objection Deadline. The date of the postmark shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by the Settlement Class Member, not as or on behalf of a group, class, or subclass, except that such individual exclusion requests may be submitted by the Settlement Class Member's Legally Authorized Representative who is not the Settlement Class Member's counsel. All requests for exclusion must be submitted by the requesting Settlement

Class Member (or their Legally Authorized Representative who is not the Settlement Class Member's counsel), even if the Settlement Class Member is represented by counsel.

7.2 The Settlement Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to Settlement Class Counsel and counsel for Postmates upon request. The Settlement Administrator shall automatically notify Settlement Class Counsel and counsel for Postmates if and when the number of timely-submitted requests for exclusion reaches 250.

7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the Court shall be bound by this Settlement Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein, even if they never received actual notice of the Action or this proposed Settlement.

7.5 In the event that a Settlement Class Member submits a request for exclusion that the parties do not believe was timely and/or properly submitted, the Court shall determine whether the request for exclusion was timely and properly submitted.

7.6 The Plaintiffs agree not to request exclusion from the Settlement Class.

7.7 Settlement Class Members may request exclusion from the Settlement. Any such Settlement Class Member may also object to the PAGA portion of the Settlement.

7.8 Notwithstanding the submission of a timely request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to Arias v. Superior Court (2009) 46 Cal. 4th 969. Requests for exclusion do not apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

7.9 Settlement Class Members may object to or opt out of the Settlement, but may not do both. Any Settlement Class Member who submits a timely request for exclusion may not file an objection to the Settlement, submit a Claim, or receive a Settlement Payment, and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

7.10 No later than ten (10) business days after the Exclusion/Objection Deadline, the Settlement Administrator shall provide to Settlement Class Counsel and counsel for Postmates the Opt-Out List together with copies of the exclusion requests. Notwithstanding any other provision of this Settlement Agreement, if more than two hundred fifty (250) Settlement Class Members exercise their right to opt out of the Settlement, Postmates at its sole and absolute discretion may rescind and revoke the Settlement Agreement by sending written notice that it revokes the Settlement pursuant to this Paragraph to Settlement Class Counsel within fourteen (14) business days following receipt of the Opt-Out List.

VIII. PROCEDURES FOR OBJECTIONS

8.1 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator and/or file with the Court, a timely statement of the objection. The Settlement Administrator shall promptly forward any objections to Settlement Class Counsel and counsel for Postmates, who shall ensure that the objections are filed with the Court.

8.2 All written objections must (a) clearly identify the case name and number, (b) be submitted to the Settlement Administrator by mail or email and/or to the Court (either by mailing them to the Civil Clerk, Superior Court of California, San Francisco County, 400 McAllister St., Room 103, San Francisco, CA 94102, or by filing them in person at the same address), and (c) be filed, emailed, or postmarked no later than the Exclusion/Objection Deadline. The filing date, the date of the postmark on the return-mailing envelope, or the date of the email shall be the exclusive means used to determine whether the written objection has

been timely submitted. If an objection is submitted using more than one method (e.g. if it is filed and mailed or mailed and emailed), the earlier date shall be used to determine timeliness.

8.3 The objection must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the basis for each objection argument; and (iv) a statement whether the objecting person or entity intends 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. All objections shall be signed by the objecting Settlement Class Member (or his Legally Authorized Representative), even if the Settlement Class Member is represented by counsel.

8.4 The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member. Attempted collective, group, class, or subclass objections shall be ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's Legally Authorized Representative (who is not the Settlement Class member's counsel).

8.5 Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to exclude themselves from the Settlement Class or pursue an independent remedy against Postmates and the Released Parties. To the extent any Settlement Class Member objects to the proposed Settlement Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval order and Judgment.

8.6 It shall be Settlement Class Counsel's sole responsibility to respond to any objections made with respect to any application for the Settlement Class Counsel Award and Service Awards.

IX. RELEASES

9.1 The Released Claims against each and all of the Released Parties shall be released and dismissed with prejudice and on the merits (without an award of costs to any party other than as provided in this Agreement) upon entry of the Final Approval order and Judgment.

9.2 As of the Final Approval Date, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties from each and all of the Plaintiffs' General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and the Settlement Class Members' Released Claims (in the case of the Settlement Class Members), and by operation of the Judgment becoming Final shall have fully and finally released, relinquished, and discharged all such claims against each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert any of the General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), or the Settlement Class Members' Released Claims (in the case of the Settlement Class Members), against the Released Parties in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way limiting the scope of the releases described in Paragraphs 2.16, 2.29, and 2.41, or in the remainder of this Section, this release covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel, or by the Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, and/or the Released Claims, except to the extent otherwise specified in this Agreement.

9.3 As of the Final Approval Date, the Plaintiffs shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all General Released Claims.

9.4 The Plaintiffs and the Settlement Class Members expressly acknowledge that they are familiar with principles of law such as Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to the Settlement Class Released Claims, as described in Paragraph 2.41, each Settlement Class Member who has not been excluded from the Settlement Class as provided in the Opt-Out List shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In connection with the release, the Settlement Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, the Settlement Class Members acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and consequences or from unknown injuries or unknown consequences of known or unknown injuries, and state that it is the intention of the Settlement Class Members in agreeing to this release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist, or might

have existed (whether or not previously or currently asserted in any action), constituting the Settlement Class Members' Released Claims.

9.5 With respect to those claims that could be asserted under the FLSA, an Authorized Claimant's timely and valid submission of a signed Claim Form shall be deemed as that Authorized Claimant's Consent to Join and release of all such matters and claims. The timely and valid submission of a signed Claim Form shall fully, finally and forever settle and release all such matters and claims as of the Effective Date.

9.6 With respect to the General Released Claims, as described in Paragraph 2.16, each Plaintiff shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In connection with the release, Plaintiffs acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and consequences or from unknown injuries or unknown consequences of known or unknown injuries, and state that it is the intention of Plaintiffs in agreeing to this release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action), constituting the General Released Claims.

9.7 Each Plaintiff further acknowledges, agrees, and understands that: (i) he or she has read and understands the terms of this Agreement; (ii) he or she has been advised in writing to consult with an attorney before executing this Agreement; (iii) he or she has obtained and considered such legal counsel as he or she deems necessary; (iv) he or she has been given

twenty-one (21) days to consider whether or not to enter into this Agreement (although he or she may elect not to use the full 21 day period at his option).

9.8 Subject to Court approval, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, shall be bound by this Settlement Agreement, and all of the Released Claims shall be dismissed with prejudice and released, even if they never received actual notice of the Action or this Settlement

X. ADMINISTRATION OF THE SETTLEMENT FUND

10.1 The Settlement Administrator or its authorized agents in consultation with the Parties and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of and oversee the distribution of the Total Settlement Amount.

10.2 The Total Settlement Amount shall be applied as follows:

10.2.1 To pay the costs and expenses incurred in connection with providing Settlement Class Notice to potential Settlement Class Members, locating Settlement Class Members' last-known postal mail addresses and processing any objections, requests for exclusion or challenges to calculations of Estimated Miles;

10.2.2 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to pay Plaintiffs Service Awards based on contributions and time expended assisting in the litigation, up to the amounts described in Paragraph 2.29.

10.2.3 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to pay the Settlement Class Counsel Award as ordered by the Court;

10.2.4 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to distribute 75% of the PAGA Payment to the LWDA;

10.2.5 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to distribute the Individual Settlement Payments from the Total Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

10.3 If any portion of the Total Settlement Amount is not successfully redistributed to Settlement Class Members after the initial Void Date (i.e. checks are not cashed or checks are returned as undeliverable after the second distribution), then after the Void Date for redistributed checks, the Settlement Administrator shall void the check and shall direct such unclaimed funds to be paid to Legal Aid at Work. Such unclaimed funds may also be used to resolve disputes regarding the distribution of settlement funds.

10.4 Settlement Class Members who are not on the Opt-Out List approved by the Court, shall be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of whether they obtain any distribution from the Total Settlement Amount.

10.5 Payment from the Total Settlement Amount shall be deemed conclusive of compliance with this Settlement Agreement as to all Settlement Class Members.

10.6 No Settlement Class Member shall have any claim against the Plaintiffs, Settlement Class Counsel, or the Settlement Administrator based on distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim against Postmates or its counsel relating to distributions made under this Settlement.

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement, or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become Final, then this Settlement Agreement shall be

cancelled, terminated, and void *ab initio*, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

11.2 Postmates shall have the right to withdraw from the Settlement if the number of Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or exceeds 250. If Postmates chooses, pursuant to its sole and absolute discretion, to exercise this right, it must do so within fourteen (14) days of receipt of the Opt-Out List as provided in Paragraphs 7.2 & 7.9, by providing written notice to Settlement Class Counsel.

11.3 In the event that: (i) the Settlement is not approved, is overturned, or is materially modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree that the Settlement, this Agreement, the Settlement Class Information, the Opt-Out List, and all documents exchanged and filed in connection with the Settlement shall be treated as inadmissible mediation communications under Cal. Evid. Code §§ 1115 et seq., (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable; (c) the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the

negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement, their existence, or their terms, and any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any other action or proceedings. Plaintiffs, Settlement Class Counsel and the Settlement Administrator shall return to counsel for Postmates all copies of the Settlement Class Information and Opt-Out Lists and shall not use or disclose the Settlement Class Information or Opt-Out List for any purpose or in any proceeding.

11.4 Postmates does not agree or consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders certifying the Settlement Class for purposes of effecting this Settlement Agreement, and all preliminary and/or final findings regarding the Settlement Class shall be void *ab initio* and automatically vacated upon notice to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall revert *nunc pro tunc* to the procedural status quo as of the date and time immediately before the execution of the Settlement Agreement, in accordance with this Settlement Agreement.

XII. ADDITIONAL PROVISIONS

12.1 In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

12.2 Unless otherwise specifically provided here, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

Shannon Liss-Riordan, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston Street
Suite 2000
Boston, MA 02116

To Defendants:

Theane Evangelis, Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197

12.3 All of the Exhibits to this Settlement Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

12.4 The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

12.5 The Plaintiffs and Settlement Class Counsel acknowledge that an adequate factual record has been established that supports the Settlement and hereby waive any right to conduct further discovery to assess or confirm the Settlement. Notwithstanding the prior

sentence, the Parties agree to reasonably cooperate with respect efforts to identify the last-known addresses of Settlement Class Members.

12.6 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.7 This Agreement supersedes all prior negotiations and agreements and may be amended or modified only by a written instrument signed by counsel for all Parties or the Parties' successors-in-interest.

12.8 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such extensions must be in writing to be enforceable.

12.9 The Settlement Agreement, the Settlement, the fact of the Settlement's existence, any of terms of the Settlement Agreement, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or evidence of the validity of any Released Claims or of any wrongdoing or liability of Postmates; (ii) may not be deemed to be, may not be used as, and do not constitute an admission or evidence of any fault, wrongdoing, or omission by Postmates in any trial, civil, criminal, arbitration, or administrative proceeding of the Action or any other action or proceedings in any court, administrative agency, arbitral forum or other tribunal; (iii) may not be used as evidence of any waiver of, unenforceability of, or as a defense to any Postmates arbitration agreement; and (iv) may not be used as evidence in any class certification proceeding.

12.10 The Released Parties shall have the right to file the Settlement Agreement, the Final Approval order and Judgment, and any other documents or evidence relating to the

Settlement in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.11 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, resulted from an arm's-length mediation session facilitated by Tripper Ortman, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

12.12 The Plaintiffs and Settlement Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs asserted against Postmates, including the claims on behalf of the Settlement Class, and that it promotes the best interests of the Settlement Class.

12.13 To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 The Parties agree that Plaintiffs and Settlement Class Counsel are not required to return any documents or data produced by Postmates until the final resolution of the Action. Within sixty (60) days following the Effective Date, Settlement Class Counsel shall return to Postmates all documents and data produced in the Action or in connection with the Parties' mediation, or confirm in writing that all such documents have been destroyed.

12.15 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

12.16 This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been

made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

12.17 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

12.18 This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

12.19 The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

12.20 This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

12.21 This Settlement Agreement has been negotiated among and drafted by Settlement Class Counsel and Postmates' Counsel. Named Plaintiffs, Settlement Class Members, and Postmates shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe,

contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

12.22 Except where this Settlement Agreement itself provides otherwise, all terms, conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

12.23 This Settlement Agreement shall be governed by California law. Any action or dispute based on this Settlement Agreement, including any action or to enforce any of the terms of this Settlement Agreement, shall be commenced and maintained only in the Superior Court of California, San Francisco County, which shall retain jurisdiction over all such actions and disputes.

12.24 All Parties to this Settlement Agreement shall be subject to the jurisdiction of the Superior Court of California, San Francisco County for all purposes related to this Settlement Agreement.

12.25 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

12.26 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

12.27 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

12.28 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or of any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.29 Signatory counsel warrant that they are fully authorized to execute this Agreement on behalf of their respective clients listed below. Each Counsel signing this Settlement Agreement on behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients; provided, however, that all Parties who have not executed this Agreement on the date that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

Dated: January 15, 2020

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

Attorneys for Plaintiffs JACOB RIMLER, GIOVANNI JONES, DORA LEE, KELLYN TIMMERMAN, and JOSHUA ALBERT

Dated: January 15, 2020

By: _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

Attorneys for Defendant
POSTMATES, INC.

Dated: January __, 2020 By: _____
Robert Rieders
General Counsel
POSTMATES INC.

Dated: January __, 2020 By: _____
Jacob Rimler
NAMED PLAINTIFF

Dated: January __, 2020 By: _____
Giovanni Jones
NAMED PLAINTIFF

Dated: January __, 2020 By: _____
Dora Lee
NAMED PLAINTIFF

Dated: January __, 2020 By: _____
Kellyn Timmerman
NAMED PLAINTIFF

Dated: January __, 2020 By: _____
Joshua Albert
NAMED PLAINTIFF

EXHIBIT B

SHANNON LISS-RIORDAN (SBN 310719)
(sliss@llrlaw.com)
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Attorneys for Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert, on behalf of themselves and others similarly situated and in their capacities as Private Attorney General Representatives

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Attorney for Defendant Postmates Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JACOB RIMLER, GIOVANNI JONES, DORA LEE, KELLYN TIMMERMAN, and JOSHUA ALBERT, on behalf of themselves and others similarly situated and in their capacities as Private Attorney General Representatives,

Plaintiffs,

v.

POSTMATES INC.,

Defendant.

Case No. CGC-18-567868

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, including Exhibits A through C hereto ("Settlement Agreement" or "Agreement"), is made and entered into by, between, and among Plaintiffs Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert ("Plaintiffs") on behalf of themselves and the Settlement Class, as defined below, on the one hand, and Defendant Postmates Inc. ("Defendant" or "Postmates") on the other hand. Plaintiffs and Defendant (collectively, the "Parties") enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against Postmates in the following putative collective, representative, and class actions: (1) Rimler v. Postmates, Inc., Case No. CGC-18-567868 in the Superior Court of California, San Francisco County, and the related appeal docketed at No. A156450 in the California Court of Appeal, First Appellate District; (2) Lee v. Postmates, Inc., Case No. 3:18-cv-03421-JCS, in the United States District Court for the Northern District of California, and the related appeals docked at Nos. 19-15024 and 19-80055 in the United States Court of Appeals for the Ninth Circuit; and (3) Albert v. Postmates, Inc., Case No. 18-cv-07592-JCS, in the United States District Court for the Northern District of California; including as amended pursuant to this Agreement (taken together, the three cases shall be referred to as "the Action"), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

I. RECITALS

This Agreement is made in consideration of the following facts:

1.1. WHEREAS, on July 5, 2018, Plaintiff Jacob Rimler filed a California Private Attorneys General Act ("PAGA"), Labor Code §§ 2698, *et seq.* representative action complaint in the Superior Court of California, San Francisco County (Case No. CGC-18-567868), asserting on behalf of himself and all couriers classified by Postmates as independent contractors in California various wage-related claims against Postmates arising from Postmates'

alleged misclassification of couriers as independent contractors. On July 11, 2018, Plaintiff Rimler filed a First Amended Complaint, which added Plaintiff Giovanni Jones ("the Rimler action");

1.2. WHEREAS, on August 17, 2018, Postmates filed a Petition for an Order Compelling Arbitration, which the Rimler Plaintiffs opposed. On January 2, 2019, the Court denied Postmates' Petition, and Postmates filed a notice of appeal. Before any briefing was conducted on the appeal, Postmates and the Rimler Plaintiffs agreed to mediate the Rimler Action and requested an extension of briefing deadlines in light of the mediation, which the Court granted;

1.3. WHEREAS, on May 8, 2018, Plaintiff Dora Lee filed a class action complaint in the Superior Court of California, San Francisco County (Case No. CGC-18-566394) on behalf of herself and a proposed class consisting of all couriers in California classified by Postmates as independent contractors, asserting various wage-related claims against Postmates arising from Postmates' alleged misclassification of couriers as independent contractors. On June 8, 2018, Postmates filed a Notice of Removal to the United States District Court for the Northern District of California, Case No. 3:18-cv-03421-JCS. On July 23, 2018, Postmates filed a Motion to Compel Arbitration. On October 15, 2018, the Court granted Plaintiff Lee's Motion for Leave to Amend the Complaint to add Plaintiffs Kellyn Timmerman and Joshua Albert, and granted Postmates' Motion to Compel Arbitration of Plaintiff Lee's claims. On November 6, 2018, Postmates filed a Motion to Compel Arbitration for Plaintiff Timmerman. On December 17, 2018, the Court granted Postmates' Motion to Compel Arbitration and dismissed the case so that Plaintiffs Lee and Timmerman could pursue an appeal to the United States Court of Appeals for the Ninth Circuit. On January 4, 2019, Plaintiffs Lee and Timmerman filed a notice of appeal, which is pending as Ninth Cir. Case No. 19-15024 (together with the case dismissed by the Northern District of California, the "Lee Action"). Subsequently, Plaintiffs Lee and Timmerman moved the District Court to certify its orders for interlocutory review. The Court

granted the motion, and Plaintiffs Lee and Timmerman filed a petition in Ninth Cir. Case No. 19-80055, seeking permission to appeal. On July 30, 2019, the Ninth Circuit denied the petition;

1.4. WHEREAS, on December 17, 2018, the District Court in Lee severed Plaintiff Joshua Albert's claims to proceed as a separate case, Northern District of California Case No. 3:18-cv-07592-JCS. On January 4, 2019, Plaintiff Albert filed a Second Amended Complaint asserting a PAGA claim based on various wage-related claims against Postmates arising from Postmates' alleged misclassification of couriers as independent contractors (the "Albert" Action). The parties were engaged in written discovery until they requested and received a stay to participate in mediation;

1.5. WHEREAS, Plaintiffs allege generally that Postmates improperly classified them and all putative Settlement Class Members as independent contractors rather than employees, and assert derivative claims related thereto;

1.6. WHEREAS, Postmates denies the allegations in the Action; maintains that each courier's claims must be individually arbitrated pursuant to any arbitration agreement to which that courier may be bound; denies that it has engaged in any wrongdoing; denies that any Settlement Class Member was ever an employee of Postmates; denies that Plaintiffs' allegations state valid claims; denies that a litigation class could properly be certified in the Action; denies that Plaintiffs' claims could properly be maintained as a collective, class or representative action; and states that it is entering into this Settlement Agreement solely to eliminate the burden, expense, and delay of further litigation and arbitrations, and on the express conditions that: (a) if for any reason the Settlement is not finalized according to the terms of this Agreement, the Settlement and the documents generated as a result of the Settlement shall be void *ab initio*, and shall not be admissible or usable for any purpose in any of the cases included in the Action or any other civil or administrative proceeding or arbitration; and (b) this Settlement and the documents generated as a result of the Settlement are not admissible or

usable in any other civil or administrative proceeding or arbitration, except to the extent necessary to enforce this Settlement and the orders, judgment and agreements arising from this Settlement;

1.7. WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties are due from Postmates to any putative Settlement Class Member or to the California Labor and Workforce Development Agency ("LWDA");

1.8. WHEREAS, in preparation for mediation, Postmates and Plaintiffs engaged in extensive informal discovery, exchanging information, documents and voluminous data, which enabled the parties and the mediator to thoroughly evaluate Plaintiffs' claims and the claims of the putative Settlement Class Members, and the likely outcomes, risks, and expense of pursuing litigation;

1.9. WHEREAS, the Plaintiffs and Postmates attended an in-person mediation session with professional mediator Tripper Ortman of Ortman Mediation, who is experienced in mediating class action disputes, before agreeing to the terms of this arm's-length Settlement;

1.10. WHEREAS, as a result of the mediation, Plaintiffs and Plaintiffs' Counsel believe that the global Settlement provides a favorable recovery for the Settlement Class, based on the claims asserted, the evidence developed, and the damages that might be proven against Postmates in the Action. The Plaintiffs and Plaintiffs' Counsel further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Postmates through trial and appeals. They also have considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in any such litigation. They are also mindful of the inherent challenges of proof and the strength of the defenses to the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice as set forth herein, subject to the approval of the Court;

1.11. WHEREAS, Plaintiffs and Plaintiffs' Counsel, based on their own independent investigations and evaluations, have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the claims of the Plaintiffs, the claims of the average Settlement Class Member, the risks associated with the continued prosecution of the Action, and the likelihood of success on the merits of the Action, and believe that, after considering all the circumstances, including the uncertainties surrounding the risk of further litigation and the defenses that Postmates has asserted and could assert, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, in the best interests of the Plaintiffs and the Settlement Class, and confers substantial benefits upon the Settlement Class;

1.12. WHEREAS, Plaintiffs warrant and represent that they are effecting this Settlement and executing this Agreement after having received full legal advice as to their respective rights and have had the opportunity to obtain independent counsel to review this Agreement;

1.13. WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement, any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute, law, or regulation by Released Parties; (iii) any liability on the claims or allegations in the Action on the part of any Released Parties; (iv) any waiver of Postmates' right to arbitration or the enforceability of any Postmates arbitration agreement; or (v) the propriety of certifying a litigation class or pursuing representative relief under PAGA in the Action or any other proceeding; and shall not be used by any Person for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Postmates, nor has there

been any final determination as to whether a class should be certified or whether representative claims may properly be pursued, other than for settlement purposes only;

1.14. WHEREAS, for settlement purposes only, Postmates will stipulate to the certification of class claims that are subject to the certification requirements of California Code of Civil Procedure section 382, on the express condition that if this Settlement Agreement is not preliminarily or finally approved, this paragraph, the Settlement Agreement, and any class certified pursuant to the Settlement Agreement are all void *ab initio*. Postmates disputes that certification is proper for the purposes of litigating the class claims proposed in or flowing from the claims asserted in the Rimler, Lee, or Albert lawsuits;

1.15. WHEREAS, the Parties desire to compromise and settle all Released Claims, including, all issues and claims that have been, could have been, or should have been brought against Postmates or related persons in the Action, and all claims brought on a putative class and representative basis in the Rimler, Lee, and Albert lawsuits;

1.16. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class and by Postmates, that, subject to the approval of the Court, the Action (including Rimler, Lee, and Albert, the lawsuits that comprise the Action) shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

2.1 "Authorized Claimant" means any Settlement Class Member who submits a valid and timely Claim that qualifies for a payment under the terms of this Settlement

Agreement and who by validly and timely submitting the Claim using the Claim Form consents to join as a party plaintiff in the Fair Labor Standards Act ("FLSA") claims in this Action.

2.2 "Authorized Claimants' Released Claims" means all of the Settlement Class Members' Released Claims as well as any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Released Parties or any of them based on putative violations of federal law based on or related to the claims asserted in or that could have been asserted in this Action under the FLSA. "Authorized Claimants' Released Claims" include any unknown claims that an Authorized Claimant does not know or suspect to exist in his or her favor, which if known by him or her, might have affected this Settlement Agreement and release of the Released Parties.

2.3 "Bar Date" means the final time and date by which a Claim Form must be postmarked or submitted to the Settlement Administrator for a Settlement Class Member to be eligible to receive an Individual Settlement Payment. The Bar Date shall be sixty (60) days after the Notice Distribution Date and shall be specifically identified and set forth in the Preliminary Approval Order and the Settlement Class Notice.

2.4 "Claim" means the submission to be made by a Settlement Class Member using the Claim Form, which form shall serve as the Settlement Class Member's means of requesting payment from the Total Settlement Amount and serve as that Settlement Class Member's Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b).

2.5 "Claim Form" means the document included in the Settlement Class Notice without material variation from the relevant portion of Exhibit A. The Claim Form, if signed by a Settlement Class Member and timely and validly submitted to the Settlement Administrator, shall serve as that Settlement Class Member's Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b), and effect a full and complete

release of all claims under the FLSA based on or reasonably related to the claims asserted in this Action. To be valid, a Claim Form must be signed without any deletion or amendment to its language regarding the release of the FLSA claims and without any deletion or amendment to any other portion. If the Court does not finally approve this Settlement Agreement, any Consent to Join and release of the FLSA claims filed on behalf of any Settlement Class Member shall be void *ab initio*.

2.6 "Consent to Join" means a Settlement Class Member's consent to join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement Class Member's signed Claim Form that is timely and validly submitted to the Settlement Administrator shall serve as that Settlement Class Member's Consent to Join.

2.7 "Courier" means any individual who has been approved to use or has used the Postmates platform as an independent contractor courier.

2.8 "Superior Court" means the Superior Court of California, San Francisco County.

2.9 "Dispute Resolution Fund" means the fund consisting of Two Hundred and Fifty Thousand dollars and no cents ($250,000) set aside from the Total Settlement Amount to be used: (i) to resolve any bona fide disputes that may arise regarding the calculation and disbursement of Individual Settlement Payments according to the Plan of Allocation, as provided in Section III(8)(f); and (ii) to disburse Individual Settlement Payments to individuals mistakenly excluded from the Settlement Class, as provided in Section III(8)(f). The Dispute Resolution Fund shall be paid from the Total Settlement Amount.

2.10 "Effective Date" means seven (7) days after which both of the following events have occurred: (i) the Court's Final Approval order and Judgment has been entered, and (ii) the Court's Final Approval order and Judgment have become Final.

2.11 "Estimated Miles" means the estimated total number of miles from the location where a delivery offer is accepted to the location where orders are picked up and to the location

where orders are delivered, for each Settlement Class Member during the Settlement Period, as determined by Postmates' records.

2.12 "Exclusion/Objection Deadline" means the final date by which a Settlement Class Member may either (i) object to any aspect of the Settlement (pursuant to the Preliminary Approval Order and Section VIII), or (ii) request to be excluded from the Settlement (pursuant to the Preliminary Approval Order and Section VII). The Exclusion/Objection Deadline shall be sixty (60) days after the ~~Mailed~~ Notice Distribution Date, and shall be specifically identified and set forth in the Preliminary Approval Order and the Settlement Class Notice.

2.13 "Final" when referring to a judgment or order, means that (i) the judgment is a final, appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in its entirety.

2.14 "Final Approval" means the Court's entry of an order that the Named Plaintiffs and Postmates will seek from the Court, to be agreed upon by the Parties, and the entry of which shall reflect the Court's Judgment finally approving the Settlement Agreement.

2.15 "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the ~~Mailed~~ Notice Distribution Date for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable, and adequate; (iii) ruling upon an application by Settlement Class Counsel for Attorneys' Fees; and (iv) ruling on the application for a Settlement Class Counsel Award.

2.16 "General Released Claims" includes all of the Settlement Class Members' Released Claims, with the addition of: (i) violations of Title VII of the Civil Rights Act of 1964; (ii) violations of the Civil Rights Act of 1866; (iii) violations of the Americans with Disabilities Act; (iv) violations of any and all potential claims against Postmates that could be brought under corresponding state or local law; and (v) any claims for wages, penalties, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation, defamation, slander, retaliation, discrimination, harassment, wrongful termination, infliction of emotional distress, loss of future earnings or profits or any other claims based upon any state or federal public policy, or any other alleged wrongful conduct or injury, arising out of or in any way connected with any acts or omissions occurring during the Settlement Period, based on the claims that were alleged in the Action or that arise out of or relate to Plaintiffs' relationship with Postmates or the services Plaintiffs provided using Postmates' platform, or that arise out of or relate to the facts alleged in the action, in addition to all claims based on or arising under the federal and state law sections included in the Settlement Class Members' Released Claims and any other equivalent federal, state, or local law of any state or locality in which Plaintiffs reside and/or used Postmates' platform as an independent contractor courier.

2.17 "Individual Settlement Payment" means the amount payable from the Total Settlement Amount to each Settlement Class Member who does not timely and properly request exclusion from the Settlement Class and submits a Claim Form. The Individual Settlement Payment shall be calculated pursuant to Section V herein.

2.18 "Judgment" means the judgment to be entered in the Action on Final Approval of this Settlement.

2.19 "Legally Authorized Representatives" means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member's estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any

other legally appointed Person responsible for handling the business affairs of a Settlement Class Member who is not the Settlement Class Member's counsel.

2.20 "~~Mailed~~ Notice Distribution Date" means the date of the initial distribution of the Settlement Class Notice to Settlement Class Members as set forth in Section VI.

2.21 "Opt-Out List" means the Court-approved list of all persons who timely and properly request exclusion from the Settlement Class as set forth in Section VII.

2.22 "PAGA Claims" means Plaintiffs Rimler, Jones, and Albert's representative claims seeking penalties pursuant to PAGA, as alleged in the Rimler and Albert Complaints and/or based on any other provision of the Labor Code, Wage Orders, or any other statute or regulation based upon independent contractor misclassification to the fullest extent permitted by law.

2.23 "PAGA Payment" means a total payment of $250,000 to settle all claims under the PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% will be distributed to Settlement Class Members.

2.24 "Plaintiffs" means Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert.

2.25 "Plaintiffs' Counsel" means Lichten & Liss-Riordan, P.C.

2.26 "Plan of Allocation" means the plan for allocating the Total Settlement Amount between and among Settlement Class Members as approved by the Court.

2.27 "Preliminary Approval Date" means the date that the Court enters the Preliminary Approval Order and thus: (i) preliminarily approves the Settlement Agreement, and the exhibits thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement Class, an opportunity to submit timely objections to the Settlement, a procedure for submitting Claims, and setting a hearing on the fairness of the terms of the Settlement Agreement, including approval of the Settlement Class Counsel Award.

2.28 "Preliminary Approval Order" means the order that the Plaintiffs and Postmates will seek from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval Order shall constitute preliminary approval of the Settlement Agreement.

2.29 "Released Claims" shall be construed as broadly as possible to effect complete finality over this litigation involving Postmates. "Released Claims" include (i) Settlement Class Members' Released Claims, (ii) General Released Claims, and (iii) Authorized Claimants' Released Claims. Notwithstanding any other provision of this Settlement Agreement, "Released Claims" do not include claims for personal injuries. Moreover, the release of any claims under the FLSA contemplated by this Settlement Agreement shall be effectuated only after a Settlement Class Member has timely and validly submitted a Claim and thereby Consented to Join as a party to the FLSA claims asserted in this action pursuant to 29 U.S.C. § 216(b).

2.30 "Released Parties" means (i) Postmates Inc. and its past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Postmates (but not including couriers who use the Postmates platform); and (ii) the past, present, and future shareholders, officers, directors, members, investors, agents, employees, agents, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in (i).

2.31 "Second Amended Complaint" means the Second Amended Complaint, without material variation from Exhibit C, that Settlement Class Counsel shall seek to file in Rimler, the lead lawsuit, pursuant to Paragraph 3.6 and shall file concurrently with the submission of the motion for preliminary approval of the Settlement so that the Second Amended Complaint may be filed promptly upon entry of the Preliminary Approval Order. The Second Amended Complaint shall (i) add Dora Lee, Kellyn Timmerman, and Joshua Albert as named Plaintiffs, and (ii) add the claims alleged in the Lee and Albert actions, including any and all class and

representative action claims, and also any and all potential claims necessary to effectuate the release described herein.

2.32 "Service Awards" means the amount approved by the Court to be paid to each Plaintiff in addition to their respective Individual Settlement Payments, in recognition of their efforts in coming forward as named plaintiffs and as consideration for a full, general, and comprehensive release of the General Released Claims. The Service Award amount payable to Plaintiffs is not to exceed Five Thousand Dollars ($5,000) each.

2.33 "Settlement" means the settlement of this Action between and among Plaintiffs and Postmates, as set forth in this Settlement Agreement, including all attached Exhibits, which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference.

2.34 "Settlement Administrator" means the administrator selected by the parties, Simpluris.

2.35 "Settlement Administrator Expenses" means the maximum amount to be paid to the Settlement Administrator from the Total Settlement Amount, which shall be $450,000. All Settlement Administrator Expenses are to be paid exclusively from the Total Settlement Amount.

2.36 "Settlement Class" means any and all individuals ~~classified by Postmates as independent contractor couriers~~ who entered into an agreement with Postmates to use ~~or~~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 during the Settlement Period.

2.37 "Settlement Class Counsel" means Lichten & Liss-Riordan, P.C.

2.38 "Settlement Class Counsel Award" means (i) the attorneys' fees for Settlement Class Counsel's litigation and resolution of the Action, including the Rimler, Lee, and Albert lawsuits, and any and all arbitrations and claims resolved by this Settlement, as awarded by the

Court, and (ii) all expenses and costs incurred by Settlement Class Counsel in connection with litigation and resolution of Rimler, Lee, and Albert, and any and all arbitrations and claims resolved by this Settlement, as awarded by the Court, which, together, may not exceed thirty-three percent (33%) of the Total Settlement Amount.

2.39 "Settlement Class Information" means information regarding Settlement Class Members that Postmates will in good faith compile from its records and provide to the Settlement Administrator, solely for purposes of the Settlement Administrator's administration of the settlement, and for no other purpose. Settlement Class Information shall be provided to the Settlement Administrator and shall include, if possible, for each Settlement Class Member: full name, last known address, email address, and Estimated Miles. Because Settlement Class Members' private information is included in the Settlement Class Information, the Settlement Administrator shall maintain the Settlement Class Information in confidence and shall use and disclose Settlement Class Information only for purposes of this Settlement and for no other purpose; access shall be limited to employees of the Settlement Administrator with a need to use the Settlement Class Information as part of the administration of the Settlement.

2.40 "Settlement Class Member" means any member of the Settlement Class.

2.41 "Settlement Class Members' Released Claims" means 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, including any allegations in *Lee*, *Albert*, and/or *Rimler* preceding

said 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.*; 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 during the Settlement Period.

2.42 "Settlement Class Notice" means the notice of class, representative, and collective action settlement and enclosed Claim Form to be provided to Settlement Class Members, without material variation from the relevant portion of Exhibit A.

2.43 "Settlement Period" means June 3, 2017 through October 17, 2019.

2.44 "Total Settlement Amount" means Eleven Million Five Hundred Thousand Dollars and zero cents ($11,500,000), which will resolve all Released Claims, and is the maximum amount that Postmates is obligated to pay under this Settlement Agreement under any

circumstances to resolve and settle this Action, subject to Court approval. The Total Settlement Amount includes all costs and fees, including, but not limited to, the Settlement Class Counsel Award, Settlement Administrator Expenses, escrow costs and expenses, Service Awards, interest, taxes and tax expenses, all payments to the Settlement Class and Plaintiffs, Settlement Class Members' tax obligations arising out of the Settlement, and the PAGA Payment.

2.45 "Void Date" means the date by which any checks issued to Settlement Class Members shall become void, i.e., on the 181st day after mailing.

III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR PRELIMINARY AND FINAL APPROVAL

3.1 Upon execution of this Settlement Agreement, the Plaintiffs shall submit to the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall include a proposed plan for sending the Settlement Class Notice to Settlement Class Members within twenty (20) days after the Preliminary Approval Date (the "~~Mailed~~ Notice Distribution Date"), and establishing a period of sixty (60) days from the ~~Mailed~~ Notice Distribution Date within which any Settlement Class Member (i) may request exclusion from the respective Settlement Class, (ii) object to the proposed Settlement, or (iii) object to Settlement Class Counsel's request for the Settlement Class Counsel Award and for Service Awards to the Plaintiffs (the Exclusion/Objection Deadline). The motion for preliminary approval shall also request that any hearing on final approval of the Settlement and any determination on the request for a Settlement Class Counsel Award and Service Awards (the Final Approval Hearing) be set for after the Exclusion/Objection Deadline; that Settlement Class Counsel shall file a petition for the Settlement Class Counsel Award and Service Awards at least twenty-one (21) days before the Exclusion/Objection Deadline; that any opposition briefs on such motions and petitions be filed fourteen (14) days before the Final Approval Hearing; and that any reply briefs on such motions and petitions be filed seven (7) days before the Final Approval Hearing.

3.2 The Parties stipulate, for settlement purposes only, to certification of the Settlement Class under California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769, excluding the Settlement Class's PAGA Claims, on the express condition that if the Settlement is not Preliminarily or Finally Approved, this paragraph, the Settlement Agreement, and any class certified pursuant to the Settlement Agreement are all void *ab initio*. The Parties also agree that this stipulation is in no way an admission that class certification is proper under the standard applied for litigation purposes, and that this stipulation shall not be admissible, and may not be used by any person for any purpose whatsoever, in any legal or administrative proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement, as further set forth in this Agreement. Postmates expressly reserves the right to oppose certification of any purported class should the settlement fail to become final and effective.

3.3 The Settlement is not intended to and may not be deemed to affect the enforceability of any arbitration agreement between Postmates and any member of the Settlement Class, including Plaintiffs.

3.4 Settlement Class Counsel and Plaintiffs agree to cooperate in good faith and to use their best efforts to seek a stay in the Lee Action and to keep the Albert Action stayed pending Final Approval of the Settlement, and upon Final Approval of the Settlement, Settlement Class Counsel and Plaintiffs agree to dismiss the Lee and Albert Actions with prejudice.

3.5 The Parties stipulate to the form of, and agree to submit to the Court for its consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement: Settlement Class Notice (Exhibit A), [Proposed] Preliminary Approval Order (Exhibit B), and [Proposed] Second Amended Complaint (Exhibit C).

3.6 Solely for purposes of implementing this Agreement and effectuating the proposed Settlement, the Parties agree and stipulate that:

3.6.1 Plaintiffs' Counsel shall amend the letters sent on behalf of Plaintiffs to the LWDA to add any and all claims alleged in the Rimler, Lee, and Albert actions, and any and all potential claims necessary to effectuate the Released Claims.

3.6.2 Plaintiffs shall seek the Court's permission to file the Second Amended Complaint, without material variation from Exhibit C, and Postmates shall consent to such amendment pursuant to Cal. Rule of Court 3.1324. The Second Amended Complaint shall be filed concurrently with the submission of the motion for preliminary approval of the Settlement Agreement so that the Second Amended Complaint may be filed or deemed filed promptly upon entry of the Preliminary Approval Order. Obtaining the Court's approval to file the Second Amended Complaint, the subsequent prompt entry of the Second Amended Complaint, and the dismissal of the Lee and Albert Actions are material conditions of this Settlement Agreement. The Parties agree that the filing of the Second Amended Complaint will streamline the settlement process. The Parties further agree and stipulate that the allegations in the Second Amended Complaint are deemed controverted by the answer previously filed by Postmates in response to the currently operative complaint, such that no further responsive pleading from Postmates is required. If for any reason the Settlement Agreement does not become Final or the Effective Date does not occur, the Second Amended Complaint shall not be operative and shall be deemed withdrawn; the parties agree to submit a stipulated motion to strike the Second Amended Complaint, and agree the Court shall strike the allegations of the Second Amended Complaint, so the operative complaint in the Rimler Action shall revert to the filed complaint that preceded the Second Amended Complaint; the Lee and Albert Actions shall proceed based on the operative complaints as currently filed; and the amended letters sent to the LWDA pursuant to paragraph 3.6.1 shall be void *ab initio*.

3.6.3 The Court may enter the Preliminary Approval Order, without material variation from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other things, the Preliminary Approval Order shall grant leave to preliminarily certify the

Settlement Class for settlement purposes only; approve the Plaintiffs as class representatives, appoint Settlement Class Counsel to represent the Settlement Class, and appoint the Settlement Administrator; approve the Settlement Class Notice, and the notice plan embodied in the Settlement Agreement, and approve them as consistent with California Code of Civil Procedure § 382 and Rules of Court, Rule 3.769 and due process; set out the requirements for disputing the information upon which Settlement Class Members' share of the Settlement will be calculated, objecting to the Settlement Agreement, excluding Settlement Class Members from the Settlement Class, all as provided in this Settlement Agreement; provide that certification of the Settlement Class and all actions associated with each certification are undertaken on the condition that each certification and other actions shall be automatically vacated and of no force or evidentiary effect if this Agreement is terminated, as provided in this Agreement, or if the Settlement does not become Final; preliminarily enjoin all Settlement Class Members, and their Legally Authorized Representatives and Plaintiffs' Counsel, unless and until they submit a timely request for exclusion pursuant to the Settlement Agreement, from ~~filing or otherwise participating in any existing or initiating any other suit, arbitration, or action in any forum based on the Settlement Class Members' Released Claims, or from~~ attempting to effect an opt-out of a group, class, or subclass of individuals; and schedule the Final Approval Hearing.

3.7 Within 10 days of the Preliminary Approval Date, Settlement Class Counsel will notify the LWDA of the Preliminary Approval Order.

3.8 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval order and Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this Settlement and that, among other things:

3.8.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its consummation pursuant to the terms of the Settlement Agreement;

3.8.2 Finds that Settlement Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Agreement;

3.8.3 Re-confirms the appointment of the Settlement Administrator and finds that the Settlement Administrator has fulfilled its initial duties under the Settlement;

3.8.4 Finds that the Settlement Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of California Rule of Court 3.769, due process, and any other applicable rules or law;

3.8.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in the Settlement nor be bound by the Final Approval order and Judgment;

3.8.6 Directs that the Final Approval order and Judgment of dismissal shall be final and entered forthwith;

3.8.7 Without affecting the finality of the Final Approval order and Judgment, retains continuing jurisdiction over the Plaintiffs, the Settlement Class and Postmates as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;

3.8.8 Adjudges that, as of the Final Approval Date, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List approved by the Court, and their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and released the General

Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and Settlement Class Members' Released Claims (in the case of the Settlement Class Members) against Postmates and the Released Parties, and are bound by the provisions of this Settlement Agreement;

3.8.9 Affirms that, notwithstanding the submission of a timely request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to Arias v. Superior Court (2009) 46 Cal. 4th 969, as requests for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;

3.8.10 Declares this Agreement and the Final Approval order and Judgment to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass the Plaintiffs' Claims, and that are maintained by or on behalf of Plaintiffs and/or their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf; and (ii) that encompass the Settlement Class Members' Released Claims and that are maintained by or on behalf of any Settlement Class Member who has not been excluded from the Settlement Class as provided in the Opt-Out List approved by the Court and/or his or her Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether the Settlement Class Member previously initiated or subsequently initiates individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members' Released Claims, and even if such Settlement Class Member never received actual notice of the Action or this proposed Settlement;

~~3.8.11 Permanently bars and enjoins the Plaintiffs, all other Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List approved by the Court, and Plaintiffs' Counsel from (i) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction or forum based on the Plaintiffs' General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Release Claims (in the case of the Authorized Claimants), and the Settlement Class Members' Released Claims (in the case of the Settlement Class Members); and (ii) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class or collective or mass action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on the Settlement Class Members' Released Claims;~~

~~3.8.12~~3.8.11 Determines that the Agreement and the Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, or a presumption, concession, or admission by, any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued, or of any misrepresentation or omission in any statement or written document approved or made by any Party; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement;

~~3.8.13~~3.8.12 Directs Settlement Class Counsel to seek dismissal of the Lee and Albert Actions with prejudice within 14 days of Final Approval;

~~3.8.14~~3.8.13 Orders that the preliminary approval of the Settlement, certification of the Settlement Class, and Final Approval of the proposed Settlement, and all

actions associated with them, are undertaken on the condition that they shall be vacated and void *ab initio* if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class or the appropriateness of maintaining a representative action, as further provided in Section XI;

~~3.8.15~~3.8.14 Authorizes the Parties, ~~without further~~with approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order and (ii) do not limit the rights of Settlement Class Members; and

~~3.8.16~~3.8.15 Contains such other and further provisions consistent with the terms of this Settlement Agreement to which the Parties expressly consent in writing.

3.9 At the Final Approval Hearing and as a part of the final approval of this Settlement, Settlement Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on Postmates to increase the consideration paid in connection with the Settlement.

3.10 At the Final Approval Hearing, Settlement Class Counsel may also request entry of an Order approving the Settlement Class Counsel Award and for the Service Awards to the Plaintiffs. Any such Settlement Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement Payment. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees and expenses or Service Awards. The disposition of Settlement Class Counsel's application for a Settlement Class Counsel Award, and for Service

Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that such application be granted. Any disapproval or modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in connection with the Settlement.

3.11 In no event shall any Released Party be obligated to pay settlement administration expenses beyond those provided for in this Agreement.

3.12 Within 10 days after entry of Judgment, Settlement Class Counsel will provide a copy of the Judgment to the LWDA.

IV. SETTLEMENT CONSIDERATION

4.1 The Total Settlement Amount is $11,500,000. This is an "all in" number that will resolve all Released Claims, and which includes, without limitation, all monetary benefits and payments to the Settlement Class and Plaintiffs, Service Awards, Settlement Class Counsel Award, Settlement Administrator Expenses, and the PAGA Payment, and all claims for interest, fees, and costs. Under no circumstances shall Postmates be required to pay anything more than the Total Settlement Amount. In no event shall Postmates be liable for making any payments under this Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth in this Agreement.

4.2 The Plaintiffs and all Settlement Class Members who receive a payment of any kind from the Total Settlement Amount (including, in the case of the Plaintiffs, Service Awards) expressly acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be issued, if required. The Plaintiffs and all Settlement Class Members who receive a payment of any kind from the Total Settlement Amount agree to timely pay in full all of the federal, state, and municipal income taxes owed on such payments.

4.3 The terms of this Agreement relating to the Service Awards and Settlement Class Counsel Award were not negotiated by the Parties before full agreement was reached as to all other material terms of the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement Class. Postmates agrees to the amount of Service Awards (if any) granted by the Superior Court. The Plaintiffs and Settlement Class Counsel agree not to seek Service Awards in excess of the amounts described in Paragraph 2.32.

4.4 Settlement Class Counsel agrees not to seek an award of attorneys' fees, costs and expenses from the Court in excess of one third (1/3) of the Total Settlement Amount. Postmates agrees to the amount of attorneys' fees, costs and expenses (if any) granted by the Superior Court.

4.5 ~~If no timely objection to the Settlement is made, the~~The payment of the Settlement Class Counsel Award, the Service Awards, the Settlement Administrator Expenses, the Individual ~~-~~Settlement Payments, and the PAGA Payment shall be made by the Settlement Administrator from the Total Settlement Amount within thirty (30) days after the Effective Date. ~~The Parties agree to a six month grace period to come to agreement regarding terms applicable in the event any appeal of the Settlement is filed.~~

4.6 The Settlement Administrator shall pay the Settlement Class Counsel Award by check, payable to "Lichten & Liss-Riordan, P.C." Settlement Class Counsel shall provide the Settlement Administrator notice of receipt of the Settlement Class Counsel Award.

V. FUNDING AND ALLOCATION OF THE SETTLEMENT

5.1 Within fourteen (14) calendar days following the Effective Date, Postmates shall provide the Total Settlement Amount ($11,500,000) to the Settlement Administrator. The Settlement Administrator shall thereafter distribute the funds in the manner and at the times set forth in this Agreement.

5.2 To receive an Individual Settlement Payment from the Total Settlement Amount, a Settlement Class Member or his or her Legally Authorized Representative must timely submit

a Claim Form that satisfies the requirements of paragraph 5.3, must not have submitted a request for exclusion, and must be eligible for a payment under the Plan of Allocation.

5.3 A Claim Form is timely if it is postmarked by the Bar Date and mailed or submitted as an attachment to an email to the Settlement Administrator at the address in the Settlement Class Notice, or if it is submitted online to the Settlement Administrator, in accordance with the online submission instructions to be provided by the Settlement Administrator, by the Bar Date. The Claim Form must be signed (electronically, if submitted via online portal) under penalty of perjury. To be valid, a Claim Form must be signed without any deletion or amendment to its language regarding the release of FLSA claims and without any deletion or amendment to any other portion.

5.4 Settlement Class Members who timely submit a Claim Form will receive their proportionate share of the Total Settlement Amount. No Settlement Class Member who timely submits a Claim Form will receive less than $10.

5.5 Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment.

5.6 The Settlement Administrator shall calculate and distribute the Individual Settlement Payments for the Settlement Class Members within thirty (30) days following the Effective Date, provided Postmates has provided the Total Settlement Amount to the Settlement Administrator in accordance with Paragraph 5.1.

5.7 Individual Settlement Payments shall be tied to the following distribution formula:

> Settlement class members will be awarded points proportional to the estimated number of miles driven while using the Postmates application as a courier, with one point for every estimated mile driven. Settlement class members who either opt out of arbitration, initiate arbitration, or demonstrate in writing an interest in initiating an arbitration demand against Postmates prior to October 17, 2019 will have their points doubled for purposes of this distribution formula (to account for, from plaintiffs' perspective, these drivers' greater likelihood of having their claims pursued, in light of Postmates' arbitration clauses).

Postmates will produce Settlement Class Information needed for the allocation to be calculated. The Total Settlement Amount is non-reversionary.

5.8 Following distribution of the Individual Settlement Payments to Settlement Class Members, any Settlement Class Members who received checks for more than $100 that remain uncashed more than 60 days after distribution will receive a reminder to cash their check. All funds not claimed prior to the Void Date (i.e. all funds from uncashed checks and any remaining funds in the Dispute Resolution Fund) shall be redistributed to the Settlement Class Members who received and cashed their Individual Settlement Payments (as well as to Settlement Class Members who submitted late claims by that date, to the extent that settlement funds remain available to pay these late claimants). These unclaimed funds shall be redistributed pursuant to the same formula described in Paragraph 5.7. These residual funds will only be distributed to Settlement Class Members for whom this second payment would be at least $50. The value of any uncashed checks following this residual distribution will be donated on a *cy pres* basis to Legal Aid at Work.

5.9 The Individual Settlement Payments received shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS Form 1099s (if required). The portions allocated to Service Awards shall likewise be reported on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies of IRS Form 1099s for the Plaintiffs and Settlement Class Members.

VI. NOTICE PROCEDURES

6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval Order, Postmates shall provide the Settlement Administrator with the Settlement Class Information for purposes of sending the Settlement Class Notice to Settlement Class Members.

6.2 No more than ~~thirty (30~~twenty (20) calendar days after entry of the Preliminary Approval Order (on the ~~Mailed~~ Notice Distribution Date), the Settlement Administrator shall send the Settlement Class Notice to the Settlement Class Members, via electronic mail.

6.3 The Settlement Class Notice will inform Settlement Class Members of their right to request exclusion from the Settlement, of their right to object to the Settlement, and of their right to dispute the information upon which their share of the Settlement will be calculated and the claims to be released.

6.4 The Settlement Class Notice shall include an explanation for how the Estimated Miles will be used to calculate the Individual Settlement Payments. The Settlement Administrator's determination of the amount of any Settlement Class Member's Estimated Miles shall be binding upon the Settlement Class Member, and the Parties. There will be a presumption that Postmates' records are correct, absent evidence produced by a Settlement Class Member to the contrary.

6.5 If any Settlement Class Notice sent via electronic mail to any Settlement Class Member is undeliverable, the Settlement Administrator shall, within seven (7) days of an undeliverable email, mail the Settlement Class Notice to each Settlement Class Member whose Settlement Class Notice was undeliverable. Before mailing, the Settlement Administrator shall make a good-faith attempt to obtain the most-current names and postal mail addresses for all Settlement Class Members to receive such postal mail, including cross- checking the names and/or postal mail addresses it received from Postmates, as well as any other sources, with appropriate databases (e.g., the National Change of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-current names and/or postal mail addresses for Settlement Class Member. All Settlement Class Members' names and postal mail addresses obtained through these sources shall be protected as confidential and not used for purposes other than the notice and administration of this Settlement. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each

Settlement Class Member. The address determined by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The Bar Date and Exclusion/Objection Deadlines shall be extended as necessary in order to ensure that the Settlement Class Member receiving a mailed notice has sixty (60) days to submit a claim form or to opt-out or object to the Settlement.

6.6 If any Settlement Class Notice to a Settlement Class Member is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the postal mailing to that address. For any remaining returned postal mailings, the Settlement Administrator shall make a good-faith search of an appropriate database (as described in the preceding paragraph), and postal mailings shall be forwarded to any new postal mail address obtained through such a search. In the event that any Settlement Class Notice is returned as undeliverable a second time, no further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing the instances Settlement Class Notices are returned as undeliverable.

6.7 At least two reminders will be sent to Settlement Class Members following the initial Settlement Class Notice, and the parties will agree to any further reminders that may be reasonably necessary to assure adequate opportunity for class members to participate in the settlement. These reminders will be sent to Settlement Class Members who have not already submitted a claim form, opt-out request, or objection. These reminders will be sent via email to those Settlement Class Members whose emailed notices were not returned as undeliverable and via mail for those Settlement Class Members who received their initial Settlement Class Notice in the mail. Settlement class members who are expected to have their points doubled pursuant to Paragraph 5.7 will receive at least one additional reminder (for a total of at least three reminders) advising them of their right to opt-out and continue to pursue their claims in arbitration or to release their claims in order to participate in the settlement.

6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

6.9 The Settlement Administrator will provide Settlement Class Notice by, at a minimum, (i) electronic mail notice without material variation from the form attached as the relevant portion of Exhibit A; (ii) if necessary in accordance with Paragraph 6.7, first-class mail (where available) notice without material variation from the relevant portion of Exhibit A; and (iii) a content-neutral settlement website accessible to Settlement Class Members managed by the Settlement Administrator, and approved by counsel for the Parties, which will contain further information about the Settlement, including relevant pleadings. The Settlement Class Notice shall comply with California Rule of Court 3.769 and due process.

6.10 Prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of dissemination with regard to the mailing of the Settlement Class Notice, and any attempts by the Settlement Administrator to locate Settlement Class Members, its receipt of valid Claim Forms, Opt-outs, and Objections (and copies of same), and its inability to deliver the Settlement Class Notice to Settlement Class Members due to invalid addresses ("Due Diligence Declaration"), to Settlement Class Counsel and counsel for Postmates for presentation to the Court. Settlement Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

6.11 If any individual whose name does not appear in the Settlement Class Information, believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute his or her exclusion from the Settlement Class. If an individual believes he or she is a Settlement Class Member, he or she must notify the Settlement Administrator by mail, email, or telephone within ~~a reasonable amount of time~~thirty (30) days after the distribution of the Settlement Class Notice. The Parties will meet and confer regarding any

such individuals in an attempt to reach an agreement as to whether any such individual should be regarded as a Settlement Class Member. If the Parties so agree, such an individual will have all of the same rights as any other Settlement Class Member under this Agreement. In the event that the Parties agree that the individual is a Settlement Class Member, the Individual Settlement Payment to such individual shall be disbursed from the Dispute Resolution Fund, as long as sufficient money is left in the Dispute Resolution Fund. Under no circumstances will any action under this paragraph increase the Total Settlement Amount.

VII. PROCEDURES FOR REQUESTS FOR EXCLUSION

7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out of the Settlement. Those who wish to exclude themselves (or "opt out") from the Settlement Class must submit timely, written requests for exclusion. To be effective, such a request must include the Settlement Class Member's name, address, and telephone number; a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature of the Settlement Class Member or the Legally Authorized Representative (who is not the Settlement Class Member's counsel) of the Settlement Class Member. The request must be mailed or emailed to the Settlement Administrator at the address provided in the Settlement Class Notice and must be postmarked or emailed no later than the Exclusion/Objection Deadline. The date of the postmark shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by the Settlement Class Member, not as or on behalf of a group, class, or subclass, except that such individual exclusion requests may be submitted by the Settlement Class Member's Legally Authorized Representative who is not the Settlement Class Member's counsel. All requests for exclusion must be submitted by the requesting Settlement Class Member (or their Legally Authorized Representative who is not the Settlement Class Member's counsel), even if the Settlement Class Member is represented by counsel.

7.2 The Settlement Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to Settlement Class Counsel and counsel for Postmates upon request. The Settlement Administrator shall automatically notify Settlement Class Counsel and counsel for Postmates if and when the number of timely-submitted requests for exclusion reaches 250.

7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the Court shall be bound by this Settlement Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein, even if they never received actual notice of the Action or this proposed Settlement.

7.5 ~~The~~ In the event that a Settlement ~~Administrator, in its sole discretion, shall determine whether~~ Class Member submits a request for exclusion that the parties do not believe was timely and/or properly submitted~~. The Settlement Administrator's decision shall be final, binding,~~, the Court shall determine whether the request for exclusion was timely and ~~nonappealable.~~properly submitted.

7.6 The Plaintiffs agree not to request exclusion from the Settlement Class.

7.7 Settlement Class Members may request exclusion from the Settlement. Any such Settlement Class Member may also object to the PAGA portion of the Settlement.

7.8 Notwithstanding the submission of a timely request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to Arias v. Superior Court (2009) 46 Cal. 4th 969. Requests for exclusion do not apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

7.9 Settlement Class Members may object to or opt out of the Settlement, but may not do both. Any Settlement Class Member who submits a timely request for exclusion may not file an objection to the Settlement, submit a Claim, or receive a Settlement Payment, and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

7.10 No later than ten (10) business days after the Exclusion/Objection Deadline, the Settlement Administrator shall provide to Settlement Class Counsel and counsel for Postmates the Opt-Out List together with copies of the exclusion requests. Notwithstanding any other provision of this Settlement Agreement, if more than two hundred fifty (250) Settlement Class Members exercise their right to opt out of the Settlement, Postmates at its sole and absolute discretion may rescind and revoke the Settlement Agreement by sending written notice that it revokes the Settlement pursuant to this Paragraph to Settlement Class Counsel within fourteen (14) business days following receipt of the Opt-Out List.

VIII. PROCEDURES FOR OBJECTIONS

8.1 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator ~~(who shall~~ and/or file with the Court, a timely statement of the objection. The Settlement Administrator shall promptly forward ~~it~~any objections to Settlement Class Counsel and counsel for Postmates~~), and file~~, who shall ensure that the objections are filed with the Court~~, a timely statement of the objection~~.

8.2 All written objections ~~and supporting papers~~ must (a) clearly identify the case name and number, (b) be submitted to the Settlement Administrator by mail or email and/or to the Court ~~(~~either by mailing them to the Civil Clerk, Superior Court of California, San Francisco County, 400 McAllister St., Room 103, San Francisco, CA 94102, or by filing them in person at the same address~~,~~), and (c) be filed, emailed, or postmarked no later than the Exclusion/Objection Deadline. The filing date ~~or~~, the date of the postmark on the return-mailing envelope, or the date of the email shall be the exclusive means used to determine

whether the written objection has been timely submitted. If an objection is submitted using more than one method (e.g. if it is filed and mailed or mailed and emailed), the earlier date shall be used to determine timeliness.

8.3 The objection must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the ~~specific legal and factual~~ basis for each objection argument; and (iv) a statement whether the objecting person or entity intends 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. All objections shall be signed by the objecting Settlement Class Member (or his Legally Authorized Representative), even if the Settlement Class Member is represented by counsel.

~~8.4 Any Settlement Class Member (and/or his/her attorney), or any attorney working for a governmental entity or other third party, who wishes to appear in the Action to object to the Settlement or who is representing or assisting a Settlement Class Member in connection with any objection to the Settlement (including, but not limited to, by drafting or preparing papers for an objection on behalf of a Settlement Class Member) must provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and counsel for Postmates) and file with the Clerk of the Court a notice of appearance no later than the Exclusion/Objection Deadline.~~

~~8.5~~8.4 The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member. Attempted collective, group, class, or subclass objections shall be ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's Legally Authorized Representative (who is not the Settlement Class member's counsel).

~~8.6~~8.5 Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to

exclude themselves from the Settlement Class or pursue an independent remedy against Postmates and the Released Parties. To the extent any Settlement Class Member objects to the proposed Settlement Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval order and Judgment.

~~8.7~~8.6 It shall be Settlement Class Counsel's sole responsibility to respond to any objections made with respect to any application for the Settlement Class Counsel Award and Service Awards.

IX. RELEASES

9.1 The Released Claims against each and all of the Released Parties shall be released and dismissed with prejudice and on the merits (without an award of costs to any party other than as provided in this Agreement) upon entry of the Final Approval order and Judgment.

9.2 As of the Final Approval Date, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties from each and all of the Plaintiffs' General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and the Settlement Class Members' Released Claims (in the case of the Settlement Class Members), and by operation of the Judgment becoming Final shall have fully and finally released, relinquished, and discharged all such claims against each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert any of the General Released Claims (in the case of the Plaintiffs), the Authorized Claimants' Released Claims (in the case of the Authorized

Claimants), or the Settlement Class Members' Released Claims (in the case of the Settlement Class Members), against the Released Parties in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way limiting the scope of the releases described in Paragraphs 2.16, 2.29, and 2.41, or in the remainder of this Section, this release covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel, or by the Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, and/or the Released Claims, except to the extent otherwise specified in this Agreement.

9.3 As of the Final Approval Date, the Plaintiffs ~~and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List,~~ shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all General Released Claims ~~(in the case of the Plaintiffs), Authorized Claimants' Released Claims (in the case of the Authorized Claimants), and Settlement Class Members' Released Claims (in the case of the Settlement Class Members), as further provided in Paragraph 3.8.11~~.

9.4 The Plaintiffs and the Settlement Class Members expressly acknowledge that they are familiar with principles of law such as Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to the Settlement Class Released Claims, as described in Paragraph 2.41, each Settlement Class Member who has not been excluded from the Settlement Class as provided in

the Opt-Out List shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In connection with the release, the Settlement Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, the Settlement Class Members acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and consequences or from unknown injuries or unknown consequences of known or unknown injuries, and state that it is the intention of the Settlement Class Members in agreeing to this release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action), constituting the Settlement Class Members' Released Claims.

9.5 With respect to those claims that could be asserted under the FLSA, an Authorized Claimant's timely and valid submission of a signed Claim Form shall be deemed as that Authorized Claimant's Consent to Join and release of all such matters and claims. The timely and valid submission of a signed Claim Form shall fully, finally and forever settle and release all such matters and claims as of the Effective Date.

~~9.5~~9.6 With respect to the General Released Claims, as described in Paragraph 2.16, each Plaintiff shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal, state, and local laws, rights, rules, and legal principles of any other jurisdiction that may be applicable herein. In connection with the release, Plaintiffs acknowledge that they are aware

that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and consequences or from unknown injuries or unknown consequences of known or unknown injuries, and state that it is the intention of Plaintiffs in agreeing to this release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action), constituting the General Released Claims.

~~9.6~~9.7 Each Plaintiff further acknowledges, agrees, and understands that: (i) he or she has read and understands the terms of this Agreement; (ii) he or she has been advised in writing to consult with an attorney before executing this Agreement; (iii) he or she has obtained and considered such legal counsel as he or she deems necessary; (iv) he or she has been given twenty-one (21) days to consider whether or not to enter into this Agreement (although he or she may elect not to use the full 21 day period at his option).

~~9.7~~9.8 Subject to Court approval, the Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, shall be bound by this Settlement Agreement, and all of the Released Claims shall be dismissed with prejudice and released, even if they never received actual notice of the Action or this Settlement

X. ADMINISTRATION OF THE SETTLEMENT FUND

10.1 The Settlement Administrator or its authorized agents in consultation with the Parties and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of and oversee the distribution of the Total Settlement Amount.

10.2 The Total Settlement Amount shall be applied as follows:

10.2.1 To pay the costs and expenses incurred in connection with providing Settlement Class Notice to potential Settlement Class Members, locating Settlement Class

Members' last-known postal mail addresses and processing any objections, requests for exclusion or challenges to calculations of Estimated Miles;

10.2.2 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to pay Plaintiffs Service Awards based on contributions and time expended assisting in the litigation, up to the amounts described in Paragraph 2.29.

10.2.3 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to pay the Settlement Class Counsel Award as ordered by the Court;

10.2.4 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to distribute 75% of the PAGA Payment to the LWDA;

10.2.5 After the Effective Date as provided in Paragraph 2.10, and subject to the approval and further order(s) of the Court, to distribute the Individual Settlement Payments from the Total Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

10.3 If any portion of the Total Settlement Amount is not successfully redistributed to Settlement Class Members after the initial Void Date (i.e. checks are not cashed or checks are returned as undeliverable after the second distribution), then after the Void Date for redistributed checks, the Settlement Administrator shall void the check and shall direct such unclaimed funds to be paid to Legal Aid at Work. Such unclaimed funds may also be used to resolve disputes regarding the distribution of settlement funds.

10.4 Settlement Class Members who are not on the Opt-Out List approved by the Court, shall be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of whether they obtain any distribution from the Total Settlement Amount.

10.5 Payment from the Total Settlement Amount shall be deemed conclusive of compliance with this Settlement Agreement as to all Settlement Class Members.

10.6 No Settlement Class Member shall have any claim against the Plaintiffs, Settlement Class Counsel, or the Settlement Administrator based on distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim against Postmates or its counsel relating to distributions made under this Settlement.

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement, or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become Final, then this Settlement Agreement shall be cancelled, terminated, and void *ab initio*, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

11.2 Postmates shall have the right to withdraw from the Settlement if the number of Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or exceeds 250. If Postmates chooses, pursuant to its sole and absolute discretion, to exercise this right, it must do so within fourteen (14) days of receipt of the Opt-Out List as provided in Paragraphs 7.2 & 7.9, by providing written notice to Settlement Class Counsel.

11.3 In the event that: (i) the Settlement is not approved, is overturned, or is materially modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree that the Settlement, this Agreement, the Settlement Class Information, the Opt-Out List, and all documents exchanged and filed in

connection with the Settlement shall be treated as inadmissible mediation communications under Cal. Evid. Code §§ 1115 et seq., (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable; (c) the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement, their existence, or their terms, and any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any other action or proceedings. Plaintiffs, Settlement Class Counsel and the Settlement Administrator shall return to counsel for Postmates all copies of the Settlement Class Information and Opt-Out Lists and shall not use or disclose the Settlement Class Information or Opt-Out List for any purpose or in any proceeding.

11.4 Postmates does not agree or consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders certifying the Settlement Class for purposes of effecting this Settlement Agreement, and all preliminary and/or final findings regarding the Settlement Class shall be void *ab initio* and automatically vacated upon notice to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall revert *nunc pro tunc* to the procedural status quo as of the date and time immediately before the execution of the Settlement Agreement, in accordance with this Settlement Agreement.

XII. ADDITIONAL PROVISIONS

12.1 In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

12.2 Unless otherwise specifically provided here, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

Shannon Liss-Riordan, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston Street

Suite 2000
Boston, MA 02116

To Defendants:

Theane Evangelis, Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197

12.3 All of the Exhibits to this Settlement Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

12.4 The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

12.5 The Plaintiffs and Settlement Class Counsel acknowledge that an adequate factual record has been established that supports the Settlement and hereby waive any right to conduct further discovery to assess or confirm the Settlement. Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with respect efforts to identify the last-known addresses of Settlement Class Members.

12.6 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.7 This Agreement supersedes all prior negotiations and agreements and may be amended or modified only by a written instrument signed by counsel for all Parties or the Parties' successors-in-interest.

12.8 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such extensions must be in writing to be enforceable.

12.9 The Settlement Agreement, the Settlement, the fact of the Settlement's existence, any of terms of the Settlement Agreement, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement or the Settlement, and any

negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or evidence of the validity of any Released Claims or of any wrongdoing or liability of Postmates; (ii) may not be deemed to be, may not be used as, and do not constitute an admission or evidence of any fault, wrongdoing, or omission by Postmates in any trial, civil, criminal, arbitration, or administrative proceeding of the Action or any other action or proceedings in any court, administrative agency, arbitral forum or other tribunal; (iii) may not be used as evidence of any waiver of, unenforceability of, or as a defense to any Postmates arbitration agreement; and (iv) may not be used as evidence in any class certification proceeding.

12.10 The Released Parties shall have the right to file the Settlement Agreement, the Final Approval order and Judgment, and any other documents or evidence relating to the Settlement in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.11 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, resulted from an arm's-length mediation session facilitated by Tripper Ortman, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

12.12 The Plaintiffs and Settlement Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs asserted against Postmates, including the claims on behalf of the Settlement Class, and that it promotes the best interests of the Settlement Class.

12.13 To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 The Parties agree that Plaintiffs and Settlement Class Counsel are not required to return any documents or data produced by Postmates until the final resolution of the Action. Within sixty (60) days following the Effective Date, Settlement Class Counsel shall return to Postmates all documents and data produced in the Action or in connection with the Parties' mediation, or confirm in writing that all such documents have been destroyed.

12.15 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

12.16 This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

12.17 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

12.18 This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

12.19 The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

12.20 This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any

corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

12.21 This Settlement Agreement has been negotiated among and drafted by Settlement Class Counsel and Postmates' Counsel. Named Plaintiffs, Settlement Class Members, and Postmates shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

12.22 Except where this Settlement Agreement itself provides otherwise, all terms, conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

12.23 This Settlement Agreement shall be governed by California law. Any action or dispute based on this Settlement Agreement, including any action or to enforce any of the terms of this Settlement Agreement, shall be commenced and maintained only in the Superior Court of California, San Francisco County, which shall retain jurisdiction over all such actions and disputes.

12.24 All Parties to this Settlement Agreement shall be subject to the jurisdiction of the Superior Court of California, San Francisco County for all purposes related to this Settlement Agreement.

12.25 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

12.26 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

12.27 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

12.28 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or of any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.29 Signatory counsel warrant that they are fully authorized to execute this Agreement on behalf of their respective clients listed below. Each Counsel signing this Settlement Agreement on behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients; provided, however, that all Parties who have not executed this Agreement on the date that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

Dated: ~~September __, 2019~~January __, 2020

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

Attorneys for Plaintiffs JACOB RIMLER, GIOVANNI JONES, DORA LEE, KELLYN TIMMERMAN, and JOSHUA ALBERT

Dated: ~~September ___, 2019~~January ___, 2020

By: _____
Theane Evangelis
Michele L. Maryott
Dhananjay S. Manthripragada
GIBSON, DUNN & CRUTCHER LLP

Attorneys for Defendant
POSTMATES, INC.

Dated: ~~September __, 2019~~January __, 2020

By: _____
Robert Rieders
General Counsel
POSTMATES INC.

Dated: ~~September __, 2019~~January __, 2020

By: _____
Jacob Rimler
NAMED PLAINTIFF

Dated: ~~September __, 2019~~January __, 2020

By: _____
Giovanni Jones
NAMED PLAINTIFF

Dated: ~~September __, 2019~~January __, 2020

By: _____
Dora Lee
NAMED PLAINTIFF

Dated: ~~September __, 2019~~January __, 2020

By: _____
Kellyn Timmerman
NAMED PLAINTIFF

Dated: ~~September __, 2019~~January __, 2020

By: _____
Joshua Albert
NAMED PLAINTIFF

EXHIBIT C

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)

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 $11,500,000 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 $7,000,000 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 October 17, 2019, will be eligible for payment as part of the settlement. Postmates' records show you are or were a courier at some point between June 3, 2017, and October 17, 2019, and may be entitled to **receive a payment [LINK TO CLAIM PORTAL]** from the settlement.

YOUR LEGAL RIGHTS MAY 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 [LINK TO CLAIM PORTAL]** to receive a payment. Instructions on submitting a claim are set forth in section 6 below **[LINK TO SECTION 6]**. 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 Claims 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 file with the Court or 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 3, 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 October 17, 2019. If you do not believe that the information in Section 3 is correct, you may dispute it. Directions are provided below in Section 3.
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 Claims Administrator no later than **[DATE]**. **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 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 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 October 17, 2019.

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 may 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, and Joshua Albert 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. These cases are both currently on hold in light of this settlement, and they will both be dismissed if the settlement is approved.

The 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.[website].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 $11,500,000 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 $7,000,000 (including a $250,000 Dispute Resolution Fund).
- Attorneys' fees and costs not to exceed $3,833,333 for class counsel
- Administration expenses capped at $450,000
- $250,000 for PAGA penalties, of which 75% ($187,500) will be paid to the State of California and 25% ($62,500) will be paid to the settlement class members
- Awards not to exceed $5,000 each to plaintiffs Rimler, Jones, Timmerman, Lee, and Albert.

Calculation of Settlement Class Member Awards To calculate each settlement class member's share of the settlement, the claims administrator will review Postmates' records from June 3, 2017, through October 17, 2019. 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, which will be doubled to two (2) points for every estimated mile for settlement class members who have opted out of arbitration, initiated arbitration, or demonstrated in writing an interest in initiating an arbitration demand against Postmates by October 17, 2019. Your points will be doubled if you (a) provided Postmates with a valid request to opt out of its arbitration provision; (b) filed a demand for arbitration with the American Arbitration Association against Postmates challenging your classification (whether represented by counsel or acting on your own); or (c) retained an attorney to represent you in filing a demand for arbitration against Postmates challenging your

classification, even if the demand has not been filed.

According to Postmates' records, you have driven an estimated _____ miles and you [are/are not] receiving double points. Therefore, your points total is: [number of 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 Agreement and the amount ultimately awarded in attorneys' fees and incentive payments to the named plaintiffs.

The determination of each class member's estimated miles driven shall be 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 show that you submitted a valid request to opt out of arbitration, that you retained a lawyer to initiate an arbitration demand against Postmates before October 17, 2019, or that you yourself initiated an arbitration demand against Postmates before October 17, 2019.

The Net Settlement Amount will be distributed to settlement class members who make a claim in proportion to their number of points (but no 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, taxes, 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) objecting to the settlement.**

If you do not submit a timely claim for payment, 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 below.

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 in a different lawsuit or in individual arbitration. See Section 4 below for more information.

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 Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement. The release is described 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, including any allegations in *Lee*, *Albert*, and/or *Rimler* preceding said 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.*; 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 October 17, 2019.

The Settlement Class Members' Released Claims as defined above include a release of claims for any type of relief that can be released as a matter of law, including without limitation any claims for compensatory, consequential, punitive or exemplary damages, statutory damages, liquidated damages, punitive damages, restitution, disgorgement, injunctive relief, declaratory relief, equitable relief, an accounting, penalties (including waiting time penalties pursuant to Labor Code section 203, wage statement penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code

sections 558 and 2698, et seq.) ("PAGA"), interest, attorneys' fees, costs or disbursements.

The Settlement Class Members' Released Claims also include, but are not limited to, any and all claims for attorneys' fees, costs or disbursements incurred by class counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or by the Named Plaintiffs or Settlement Class Members or any of them, in connection with or related in any manner to the Litigation, the Settlement of the Action, the administration of such Settlement and/or the Released Claims, except to the extent otherwise specified in this Agreement.

All 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 for all claims, except that all Class Members (even those who do opt out) shall be bound by this release for PAGA 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. The Named Plaintiffs have agreed in advance to release their FLSA claims, in addition to other 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 Releasees 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.[website].com or any other lawyer.

5. How much will my payment be?

The exact amount that each Settlement Class Member will receive cannot be calculated until (1) the Court approves the Settlement; (2) amounts are deducted from the Net Settlement Fund for the costs of providing notice to the Settlement Class, administering the settlement, paying lawyers' fees and expenses, and making service payments approved by the Court; and (3) the Settlement Administrator determines the number of Settlement Class members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

Approximately 30 days after the settlement becomes final, initial settlement shares will be distributed.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by _____.**

Your Claimant ID is [######] and your Control Number is [######].

Claims can be submitted online by navigating to the web page at [link to claim form] 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:

[Claims Administrator's Claim Form Mailing Address]

[Claims Administrator's Claim Form Email Address]

If you do not submit a claim by _____, 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. The claims administrator shall direct any unclaimed funds to Legal Aid at Work. If your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement.

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 _____, 2020, 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. 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 an email.

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

[Mailing address for opt-out requests.]

[Email address for opt-out requests.]

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, who is not your lawyer). If you are submitting a request for exclusion by email, your request must be made from your email address, 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 _____, ____. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual class member, will be rejected, and those class members will remain bound by the settlement and the releases described above.

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. 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. You can submit an objection even if you also submitted a Claim Form.

The objections must be sent to the Claims Administrator on or before _____, 2020. Objections may also be submitted to the Court either by mailing them to the Civil Clerk, Superior Court of California, San Francisco County, 400 McAllister St., Room 103, San Francisco, CA 94102, or by filing them in person at the same address.

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 class member who does not object as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

The address for the Claims Administrator is

[Mailing address for objections.]
[Email address for objections]

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

The court will hold a final approval hearing at _____ on _____, 2020, at the San Francisco

County Superior Court in Department 304, 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.[website].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 at their own expense.

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

You may call the Claims Administrator at _____ or write to [Claims Administrator Mailing Address and Email Address]. You can also contact *Rimler* class counsel at [insert number] or check the settlement administration website at www.[website].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 CGC-18-567868. 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 or by examining the documents at the following website: [URL for Claims Administrator website hosting Rimler case filings and settlement agreement]

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

Claimant ID: [#######]
Control Number: [#######]

CLAIM FORM

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

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 _____.

Claims Administrator
ADDRESS
CITY, STATE, ZIP
Tel: (617) XXX-XXXX
email@email.com

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email address (optional): _____

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 D

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)

A proposed class action settlement has been reached in a lawsuit involving certain current and former couriers who have used the Postmates ~~couriers~~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, ~~Postmates agrees to pay $11,500,000.~~if it is approved by the Court, Postmates will pay $11,500,000 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 $7,000,000 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 ~~Postmates couriers~~individuals who used the Postmates mobile application as couriers between June 3, 2017, and October 17, 2019, will be eligible for payment as part of the settlement. Postmates' records show you are or were a courier at some point between June 3, 2017, and October 17, 2019, and may be entitled to **receive a payment [LINK TO CLAIM PORTAL]** from the settlement.

YOUR LEGAL RIGHTS MAY 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 [LINK TO CLAIM PORTAL]** to receive a payment. Instructions on submitting a claim are set forth in section 6 below **[LINK TO SECTION 6]**. 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 Claims 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 ~~and~~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 ~~if you do not opt out of the Settlement Class.~~. See the explanation below in Section 4.**
~~Exclude Yourself From~~Object to the Settlement	If you ~~do not~~ want to ~~receive payment from~~ object to the settlement, ~~and do not want to be a member of the Settlement Class,~~ you must ~~exclude yourself by sending a letter to the Claims Administrator no later than [DATE].~~ ~~If you request exclusion from the Settlement Class, you will receive no money from the~~ file with the Court or the settlement ~~(even if you submit a claim), but you will retain your right to sue Postmates~~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 ~~claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.~~ ~~Instructions~~payment terms (or any other terms) that apply generally to ~~exclude yourself~~the settlement class. Directions are ~~set forth~~provided below in Section 8.
~~Object to the Settlement~~Dispute the Information in Postmates' Records	~~If you want to object to the settlement, you must file with the Court 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.~~ As explained below in Section 3, 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 October 17, 2019. If you do not believe that the information in Section 3 is correct, you may dispute it.

	Directions are provided below in Section 3.
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 Claims Administrator no later than [**DATE**]. **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 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 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 ~~classified by Postmates as independent contractor couriers~~ who entered into an agreement with Postmates to use ~~or~~the Postmates platform as an independent contractor to offer delivery services to customers, and used the Postmates platform as an independent contractor courier to ~~offer~~accept or complete at least one delivery ~~services to customers~~ in California between June 3, 2017, and October 17, 2019.

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 may 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, and Joshua Albert 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. These cases are both currently on hold in light of this settlement, and they will both be dismissed if the settlement is approved.

The ~~lawsuit claims~~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 ~~(couriers)~~ or the Defendant ~~(Postmates)~~ 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 ~~Judge~~Court overseeing the case has reviewed the settlement. ~~She~~The Court preliminarily approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. ~~She~~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.[website].com. Subject to the ~~Judge's~~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 $11,500,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in ~~section~~Section 4.

The settlement amount includes:

- Payments to settlement class members totaling approximately $7,000,000 (including a $250,000 Dispute Resolution Fund).
- Attorneys' fees and costs not to exceed $3,833,333 for class counsel
- Administration expenses ~~estimated~~capped at $450,000
- ~~Payment to the California Labor Workforce Development Agency of~~ $250,000 for PAGA

penalties, of which 75% ($187,500) will be paid to the State of California and 25% ($62,500) will be paid to the settlement class members

- Awards not to exceed $5,000 each to plaintiffs Rimler, Jones, Timmerman, Lee, and Albert.

Calculation of Settlement Class Member Awards To calculate each settlement class member's share of the settlement, the claims administrator will review Postmates' records from June 3, 2017, through October 17, 2019. 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, which will be doubled to two (2) points for every estimated mile for settlement class members who have opted out of arbitration, initiated arbitration, or demonstrated in writing an interest in initiating an arbitration demand against Postmates by October 17, 2019. Your points will be doubled if you (a) provided Postmates with a valid request to opt out of its arbitration provision; (b) filed a demand for arbitration with the American Arbitration Association against Postmates challenging your classification (whether represented by counsel or acting on your own); or (c) retained an attorney to represent you in filing a demand for arbitration against Postmates challenging your classification, even if the demand has not been filed.

According to Postmates' records, you have driven an estimated _____ miles and you [are/are not] receiving double points. Therefore, your points total is: [number of 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 Agreement and the amount ultimately awarded in attorneys' fees and incentive payments to the named plaintiffs.

The determination of each class member's estimated miles driven shall be 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 show that you submitted a valid request to opt out of arbitration, that you retained a lawyer to initiate an arbitration demand against Postmates before October 17, 2019, or that you yourself initiated an arbitration demand against Postmates before October 17, 2019.

The Net Settlement Amount will be distributed to settlement class members who make a claim in proportion to their number of points (but no 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, ~~employment~~ taxes, and the PAGA-related amount to be paid to State of California ~~Labor and Workforce Development Agency~~.

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 ~~only if~~**either by a** ~~claim is~~**)**

submitting a timely ~~submitted~~claim and ~~the class member does~~ not ~~opt~~opting out of the class~~.~~ or b) objecting to the settlement.

If you do not submit a timely claim for payment, 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~~Section 4 below.

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 in a different lawsuit or in individual arbitration. See ~~section~~Section 4 below for more information.

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 ~~you participate in this settlement, you will release, relinquish, and discharge, with prejudice, Postmates and the Released Parties from all~~ the Court grants final approval of the "~~"~~Settlement ~~Class Members' Released Claims."~~

, the Court will enter judgment, and the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members ~~can participate in the settlement by doing nothing, by submitting a claim, or by remaining in the class and objecting to the settlement.~~

~~The Settlement Class Members' Released Claims being~~from bringing any claims released in ~~this~~the Settlement ~~are defined as follows:~~ . The release is described 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, including any allegations in *Lee*, *Albert*, and/or *Rimler* preceding said 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.*; 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 October 17, 2019.

The Settlement Class Members' Released Claims as defined above include a release of claims for any type of relief that can be released as a matter of law, including without limitation any claims for compensatory, consequential, punitive or exemplary damages, statutory damages, liquidated damages, punitive damages, restitution, disgorgement, injunctive relief, declaratory relief, equitable relief, an accounting, penalties (including waiting time penalties pursuant to Labor Code section 203, wage statement penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 558 and 2698, et seq.) ("PAGA"), interest, attorneys' fees, costs or disbursements.

The Settlement Class Members' Released Claims also include, but are not limited to, any and all claims for attorneys' fees, costs or disbursements incurred by class counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or by the Named Plaintiffs or Settlement Class Members or any of them, in connection with or related in any manner to the Litigation, the Settlement of the Action, the administration of such Settlement and/or the Released Claims, except to the extent otherwise specified in this Agreement.

All 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 for all claims~~.~~, except that all Class Members (even those who do opt out) shall be bound by this release for PAGA claims.

For Fair Labor Standards Act ("FLSA") claims, ~~all~~only Settlement Class Members ~~(other than Named Plaintiffs)~~ who submit a claim shall be bound by the release of the FLSA claims. The Named Plaintiffs have agreed in advance to release their FLSA claims, in addition to other 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.

~~This means that, if~~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 Releasees 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.[website].com or any other lawyer.

5. How much will my payment be?

The exact amount that each Settlement Class Member will receive cannot be calculated until (1) the Court approves the Settlement; (2) amounts are deducted from the Net Settlement Fund for the costs of providing notice to the Settlement Class, administering the settlement, paying lawyers' fees and expenses, and making ~~enhancement~~service payments approved by the Court; and (3) the Settlement Administrator determines the number of Settlement Class members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

Approximately 30 days after the settlement becomes final, initial settlement shares will be distributed.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by _____.**

Your Claimant ID is [######] and your Control Number is [######].

Claims can be submitted online by navigating to the web page at [link to claim form] 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:

[Claims Administrator's Claim Form Mailing Address]

[Claims Administrator's Claim Form Email Address]

If you do not submit a claim by _____, 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. The claims administrator shall direct any unclaimed funds to Legal Aid at Work. If your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement.

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 _____, ~~2019~~2020, 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 ~~a couple months after this hearing.~~approximately 30 days after the Court approves the Settlement. 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 an email.

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

[Mailing address for opt-out requests.]
[Email address for opt-out requests.]

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, who is not your lawyer). If you are submitting a request for exclusion by email, your request must be made from your email address, 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 _____, ____. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual class member, will be rejected, and those class members will remain bound by the settlement and the releases described above.

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. 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~~, and dates of service with Postmates;~~ (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. You can submit an objection even if you also submitted a Claim Form.

The objections must be sent to the Claims Administrator ~~and Court~~ on or before _____, ~~2019~~2020. Objections may also be submitted to the Court either by mailing them to the Civil Clerk, Superior Court of California, San Francisco County, 400 McAllister St., Room 103, San Francisco, CA 94102, or by filing them in person at the same address.

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 class member who does not object ~~in the manner provided in~~as required by this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

The address for the Claims Administrator is

[Mailing address for objections.]
[Email address for objections]

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

The court will hold a final approval hearing at _____ on _____, ~~2019~~2020, at the San Francisco County Superior Court in Department 304, 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. ~~The court will listen to people who have made a timely written request to speak at the hearing.~~ This hearing may be rescheduled by the court without further notice to you, so you should check the settlement administration website at www.[website].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 at their own expense.

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

You may call the Claims Administrator at _____ or write to [Claims Administrator Mailing Address~~]; or~~ and Email Address]. You can also contact *Rimler* class counsel at [insert number~~].~~] or check the settlement administration website at www.[website].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 CGC-18-567868. 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 ~~Lichen~~Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116 or by examining the documents at the following website: [URL for Claims Administrator website hosting Rimler case filings and settlement agreement]

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

Claimant ID: [#######]
Control Number: [#######]

CLAIM FORM

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

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 _____.

Claims Administrator
ADDRESS
CITY, STATE, ZIP
Tel: (617) XXX-XXXX
email@email.com

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email address (optional): _____

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 E

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Attorneys for Plaintiffs and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SHERRY SINGER, RYAN WILLIAMS, RYDER VANDERHEYDEN, STEVEN GRANT, MICHAEL TSAPATSARIS, individually and on behalf of all others similarly situated, Plaintiffs, v. POSTMATES, INC, Defendant.	4:15-cv-01284-JSW **DECLARATION OF LOREE KOVACH REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Judge: Hon. Jeffrey S. White Date: April 20, 2018 Time: 9:00 am Courtroom: 5

I, LOREE KOVACH, declare and state as follows:

1. I am an Assistant Vice President of Operations at the Garden City Group, LLC ("GCG"). The following statements are based on my personal knowledge and information

provided by other GCG employees working under my supervision, and, if called on to do so, I could and would testify competently about these issues.

2. GCG is a recognized leader in legal administration services for class action settlements, bankruptcy cases, and legal noticing programs. In its history of over 30 years, our team has served as administrator for over 3,400 settlements. GCG has mailed hundreds of millions of notices, disseminated over 375 million emails, handled over 35 million phone calls, designed and launched over 1000 settlement websites, issued approximately 39 million payments, and distributed over $72 billion in benefits.

3. GCG is serving as the Settlement Administrator in the above-captioned litigation ("the Action") for the purposes of administering the Revised Class Action Settlement Agreement and Release ("Settlement Agreement") preliminarily approved by the Court in the September 1, 2017, Order Granting Preliminary Approval of Class Action Settlement ("Order").[1] I submit this Declaration in order to advise the Parties and the Court as to the dissemination of Class Notice to Settlement Class Members and Putative Settlement Collective Members and to report on Settlement administration, in accordance with the Settlement Agreement and Order.

DATA TRANSFER

4. On November 1, 2017, Postmates provided GCG with an electronic file containing data for 264,298 Settlement Class Members and Putative Settlement Collective Members. For each Settlement Class Member and Putative Settlement Collective Member, the data included names, last known addresses (if available), email addresses (if available), the state or district in which deliveries were completed, and the total number of Delivery Miles (collectively, "Class Information"). GCG promptly loaded this data into a secure database created for the purpose of

[1] All capitalized terms not otherwise defined in this document shall have the same meaning ascribed to them as set forth in the Settlement Agreement.

administration of the Settlement. In order to maintain the ability to track them throughout the Settlement administration process, GCG assigned unique identifiers to the 264,298 records received in the Class Information.

DISSEMINATION OF NOTICE VIA EMAIL AND U.S. MAIL

5. Pursuant to Section 6.2 of the Settlement Agreement, on December 8, 2017, GCG emailed the Notice of Proposed Class Action Settlement and Final Approval Hearing ("Class Notice") to the 264,294 Settlement Class Members and Putative Settlement Collective Members who had email addresses in the Class Information. The Class Information did not contain email addresses for four individuals, so four fewer emails were sent than there were records in the data provided by Postmates. The Class Information contained mailing addresses for three of these individuals, and GCG mailed notice to them.

6. Each email contained the Settlement Class Member's or Putative Settlement Collective Member's unique Claimant ID and Verification numbers, as well as a personalized link that when clicked would take them directly to the log in page for a claim portal where they could file a Claim Form ("Online Claim Portal"). The Class Notice also contained each Settlement Class Member's or Putative Settlement Collective Member's number of Delivery Miles and information on how the person could dispute this number if they did not believe it to be accurate. A sample of the emailed Class Notice is attached hereto as **Exhibit A**. GCG promptly attempted to re-send emails that were rejected by Settlement Class Members' or Putative Settlement Collective Members' email providers as "soft bounces", meaning the email address was valid and the email message reached the recipient's mail server but a temporary delivery issue prevented delivery of the email to the recipient.

7. In total, 3,313 emailed Class Notices were ultimately undeliverable. Postmates provided mailing addresses for 2,973 of these records. GCG ran these addresses through the

National Change of Address ("NCOA")[2] database and obtained updated addresses for 544 records. GCG mailed paper Class Notices and Claim Forms to these 2,973 Settlement Class Members and Putative Settlement Collective Members. A sample of the mailed Class Notice and Claim Form is attached hereto as **Exhibit B**.

8. As of March 1, 2018, a total of 58 paper mailings were returned by the USPS with a Change of Address notification, and 429 were returned by the USPS as undeliverable with no forwarding address information. The 58 paper Class Notices and Claim Forms returned by the USPS as undeliverable with forwarding address information were remailed. GCG promptly conducted an advanced address search for the 429 Settlement Class Members and Putative Settlement Collective Members whose paper Class Notices and Claim Forms were returned by the USPS as undeliverable without forwarding address information. GCG was able to obtain updated addresses for 243 Settlement Class Members and Putative Settlement Collective Members and remailed their Class Notice and Claim Forms.

9. As of March 1, 2018, emailed or mailed Class Notices sent during the aforementioned initial notice campaigns were not returned undeliverable for 263,771 of 264,298 Settlement Class Members and Putative Settlement Collective Members. Therefore, total deliverability to Settlement Class Members and Putative Settlement Collective Members for the initial notice campaign was over 99.8%.

DISSEMINATION OF REMINDER NOTICE

10. Pursuant to Section 6.9 of the Settlement Agreement, GCG sent two reminder notices to Settlement Class Members and Putative Settlement Collective Members who had not

[2] The NCOA database is the official United States Postal Service ("USPS") technology product, which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

yet filed claims, opted out of the Settlement Agreement, or clicked on an "unsubscribe" link on the initial Class Notice. The first reminder notice was sent via email on January 23, 2018. The second reminder notice was sent via email on February 22, 2018. A sample reminder notice email is attached hereto as **Exhibit C**.

CLAIMS RECEIVED

11. As of March 1, 2018, GCG has received 86,603 Claim Forms from Settlement Class Members and Putative Settlement Collective Members. A total of 86,534 Claim Forms were submitted via the Online Claim Portal and 69 were submitted via paper Claim Form.

12. As of the date of this declaration, although approximately one-third of Settlement Class Members and Putative Settlement Collective Members have filed Claim Forms, the claims filed to date account for 46.26% of the fund (if there were to be 100% participation), because Settlement Class Members and Putative Settlement Collective Members who have higher value claims have submitted claims at a comparatively higher rate.

TOLL-FREE INFORMATION LINE

13. GCG maintains a toll-free number, 1-855-629-0735, and interactive voice response system ("IVR") to accommodate telephone inquiries from Settlement Class Members and Putative Settlement Collective Members and to answer frequently asked questions. The toll-free number is accessible 24 hours a day, seven days a week. As of March 1, 2018, GCG has received 3,380 calls to the toll-free number. GCG will continue to maintain the toll-free number throughout the Settlement administration process.

WEBSITE

14. GCG established and maintains a website, www.PostmatesCourierSettlement.com, to assist Settlement Class Members and Putative Settlement Collective Members. Settlement Class Members and Putative Settlement Collective Members can submit their Claim Forms

online, review the Class Notice and other documents, and view important dates, including the opt-out and objection deadlines, as well as the date of the Final Approval Hearing. The website became operational on December 7, 2017. GCG will continue to maintain and, as appropriate, update this Settlement website throughout the Settlement administration process. Screenshots of the Online Claim Portal are attached hereto as **Exhibit D**.

EMAIL ADDRESS

15. GCG maintains an email address, info@PostmatesCourierSettlement.com, for Settlement Class Members and Putative Settlement Collective Members to submit requests for Class Notices and questions regarding the settlement. As of March 1, 2018, GCG has responded to approximately 3,253 emails at this email address. GCG will continue to maintain this email address throughout the Settlement administration process.

EXCLUSIONS

16. Settlement Class Members who wished to exclude themselves from the Settlement were required to mail a request for exclusion to the Settlement Administrator postmarked by February 6, 2018. As of March 1, 2018, GCG has received 11 timely and proper requests for exclusion from Settlement Class Members. In accordance with Section 7.3 of the Settlement Agreement, a true and accurate list of the 11 individuals who have timely and properly requested exclusion from the Settlement Classes and the Settlement Collective is attached hereto as **Exhibit E**.

17. GCG received three untimely requests for exclusion from Settlement Class Members that were postmarked after February 6, 2018, a list of which is attached hereto as **Exhibit F**. Each of these requests was postmarked on February 7, 2018.

18. GCG received one timely request for exclusion from a Putative Settlement Collective Member, Kunmi Tinubu, who Postmates' records show delivered only in Texas.

Because couriers outside of California, Massachusetts, New York, and Washington, D.C. do not need to exclude themselves from the Settlement in order to not release any claims, this request for exclusion was unnecessary and is not considered a valid request for exclusion.

19. GCG received one untimely request for exclusion from a person, Pichayapom Kamjadpai, who was not in the Class Information provided by Postmates. A copy of this request for exclusion is attached hereto as **Exhibit G**. Because this person was not in the Class Information provided by Postmates, this was not considered a valid request for exclusion.

OBJECTIONS

20. Individuals who wished to object to the Settlement were required to send a written objection, including the specific reason for the objection, postmarked by February 6, 2018. As of March 1, 2018, GCG has received three objections. Copies of these objections are attached hereto as **Exhibit H**.

ADMINISTRATION COSTS

21. GCG's total administration costs for the administration of this settlement will not exceed $582,000.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on March 2, 2018, at Seattle, Washington.

LOREE KOVACH

Exhibit A

Katherine Hathaway

From: info@postmatescouriersettlement.com
Sent: Friday, December 08, 2017 2:16 PM
To: Katherine Hathaway
Subject: Singer v. Postmates - Notice of Proposed Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING

Singer, et al. v. Postmates, Inc. Case No. 4:15-cv-01284-JSW

If you used the Postmates mobile application to make a delivery, you could get a payment from a class action settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Lawsuits filed allege that Postmates Inc. ("Postmates") violated various laws and regulations by classifying couriers as independent contractors rather than employees. Postmates denies these allegations. However, to resolve the lawsuits and without conceding any wrongdoing, Postmates has agreed to settle the cases by paying $8,750,000 and implementing certain changes to its practices (the "Settlement").
- The Court in charge of this case still has to decide whether to approve the Settlement. If he does approve, couriers included in the Settlement will be eligible for payment from Postmates.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the	If you wish to receive a share of the Settlement proceeds, **you must submit a Claim, which you can**

Settlement and Receive a Payment **(All Couriers in the United States)**	**do electronically or by mail, as explained below in paragraph 14.**
Exclude Yourself from the Settlement (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to receive a payment and you do not want to release your state law claims against Postmates, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018. Please refer to paragraph 15 below for instructions on excluding yourself from the Settlement.
Object to the Settlement	If you wish to object to the Settlement, you may mail a written objection to the Court postmarked no later than February 6, 2018, or you may object in person at the Fairness Hearing. Please refer to paragraph 16 below for instructions on objecting. You cannot object in order 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 class.
Do Nothing (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C. and you do nothing with respect to this notice, you will not receive a payment if the Court grants final approval of the Settlement, and you will release your state law claims, but not federal law claims, against Postmates.
Do Nothing (All Other Couriers)	If you completed a delivery using the Postmates app in the United States in places other than California, Massachusetts, New York, or Washington, D.C., and you do nothing with respect to this notice, you will not receive a share of the Settlement if the Court grants final approval of the Settlement, and you will not release any claims you may have against Postmates.

Which option you choose is entirely up to you. No matter your choice, it will not impact your relationship with Postmates.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

Questions? Click here for additional information or call (855) 629-0735.
Para una notificación en español, visite nuestro sitio de web.

GENERAL INFORMATION REGARDING THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached in the case *Singer, et al. v. Postmates, Inc.*, Case No. 4:15-cv-01284-JSW. The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class of the Settlement.

You have received this notice because Postmates' records indicate that you may be a Settlement Class Member. This notice is designed to inform you of how you can claim a share of the settlement payment, elect to not participate in the Settlement, or object to the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim they and other couriers who made deliveries using the Postmates app around the country have been improperly classified as independent contractors by Postmates and have sought relief under various federal and state laws, including federal minimum wage and overtime laws, as well as the laws of California, Massachusetts, New York, and D.C., as well as California and Massachusetts expense reimbursement law. Plaintiffs have also asserted claims seeking penalties under the Private Attorneys General Act of 2004 ("PAGA") on behalf of California couriers.

Postmates denies all of Plaintiffs' allegations and contends, among other things, that couriers who made deliveries using the Postmates app were correctly classified as independent contractors. The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of the members of the Settlement Class.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is an admission by Postmates that Plaintiffs' claims have merit.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You have received this notice and are included in the Settlement because Postmates' records show that you used the Postmates mobile application to complete at least one delivery to customers in the United States on dates up to and including June 2, 2017.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is $8,750,000. The Settlement Fund will fund payments to Class Members who submit a valid Class Member Claim. See Paragraph 14 for how to easily submit a Claim online or by mail.

2. From this Settlement Fund, amounts will be deducted for attorneys' fees and costs in the amount the Court approves, up to one-quarter of the total Settlement Fund ($2,187,500); incentive payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total; a payment to the Settlement Administrator for the costs of administering the settlement in the amount of approximately $480,000; and a payment to the State of California for PAGA penalties, in the amount of $75,000.

3. The remaining approximately $6,130,000 will be distributed to those Settlement Class Members who submit Claims. **Only those who submit a valid Claim will receive payment from the Settlement Fund**. The Settlement Fund will be allocated to Class Members proportionally to their delivery miles while on delivery on the Postmates mobile application, with multipliers for miles driven in the following states, which are calibrated to account for the applicable laws and legal standards for similar claims in those states: California (2.0); Massachusetts (3.0); New York (1.5); D.C. (1.5). (If you performed deliveries in multiple states, you will receive credit for all of your miles based on the state in which you drove which has the highest multiplier.) While the actual amount to be paid to each courier will depend on the number of Class Members who submit claims, it is anticipated that Class Members in California will receive approximately $.14 per mile; Class Members in Massachusetts will receive approximately $.20 per mile; Class Members in New York and Washington, D.C. will receive approximately $.10 per mile; and Class Members elsewhere in the country will receive approximately $.07 per mile. Based on Postmates' records, you drove 456.00 miles on delivery. If you do not believe this number is accurate, you may challenge it by submitting any evidence

you have, including an explanation of what you believe is the correct mileage, to the Settlement Administrator at *Singer v. Postmates*, c/o GCG, PO Box 10451, Dublin, OH 43017-4051, no later than January 7, 2018.

4. Unclaimed funds will be re-distributed to those Class Members who submit claims (whose residual check would be at least $50); no amount of the settlement funds will revert to Postmates. Any funds that are not claimed (for example, if an individual does not timely cash his or her check), will be donated to the National Employment Law Project, a non-profit organization that advocates for workers' rights, and/or used to resolve disputes regarding the distribution of settlement funds.

5. In addition to this monetary payment, Postmates has agreed to the following non-monetary terms as part of the settlement:

    - Postmates will institute a modified contract termination provision which provides that couriers' contracts may only be terminated for specified material breaches of the parties' agreement and will not be terminated at will;

    - Couriers whose contracts are terminated will have the opportunity to appeal their contract terminations through a neutral arbitration process, and Postmates' will pay for the arbitration fees;

    - Postmates will make available, subject to legal requirements and policy terms and conditions, third party occupational accident insurance for bicycle and foot couriers, negotiated at favorable rates, to be paid at participating couriers' expense; and

    - Postmates will establish an email address exclusively dedicated to receiving feedback from couriers regarding all aspects of its business, and all feedback shall be considered in good faith by Postmates, including additional proposed changes to its business practices suggested by couriers.

6. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C.**: Regardless of whether you submit a Claim Form, you will release any state law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked by the deadline of February 6, 2018. You will **not**, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form. If you do submit a claim form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

7. **If you completed a delivery using the Postmates app only in locations other than California, Massachusetts, New York, or Washington, D.C.**: You will not release any claims against Postmates unless you submit a Claim Form. If you do submit a Claim Form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

8. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State**: You will release any claims arising under the laws of California, Massachusetts, New York, or Washington, D.C. arising from your classification as an independent contractor unless you exclude yourself from the settlement. You will not, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form, nor

will you release any claims arising under the laws of states other than California, Massachusetts, New York, or Washington, D.C. unless you submit a Claim Form.

9. The claims released under the Settlement are those that were or reasonably could have been asserted in this case, arising from independent contractor misclassification (the "Released Claims"). As part of the claim submission process, you will have the opportunity to review the exact legal claims that are resolved by this Settlement. Whether you participate in the settlement or not, you will not release claims arising after June 2, 2017.

10. If you mail a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Defendant.

11. If the Court does not grant final approval of the Settlement, or does not enter the Final Approval Order or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Class Members will not receive payments.

12. The Court has appointed Garden City Group to act as the Settlement Administrator to administer the Settlement.

13. Plaintiffs, as Class Representatives, and Class Counsel, support the Settlement. Their reasons include the risk of being unable to pursue this case as a class action on behalf of all Class Members, the risk of a trial or hearing on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case would be uncertain. Upon careful consideration of all the facts and circumstances of this case, as well as the potential damages that could be recovered, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

14. **Participating in the Settlement and Receiving a Settlement Payment:** Named Plaintiffs, as Class Representatives, and Class Counsel represent your interests as a Settlement Class Member.

    To submit a claim electronically, **click on this link**, or go to **www.PostmatesCourierSettlement.com** and enter your Claimant ID and Verification Number, provided below.

    Name: Kate Claimant
    Claimant ID: E5E5905973
    Verification Number: E463A405FB

To submit a claim by paper, please complete and return the enclosed Claim Form (which you will have received if you are receiving this notice by mail). If you need a paper claim form, please contact the Settlement Administrator at (855) 629-0735 or info@PostmatesCourierSettlement.com.

In order to receive a monetary payment from this settlement, please submit your claim no later than February 6, 2018.

15. **Excluding Yourself from the Settlement (Opt-Out):**

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018, or, you will release any state law claims you may have against Postmates arising from your classification as an independent contractor. The Request for Exclusion must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a payment. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendant. A Request for Exclusion that does not fulfill the requirements above will be deemed invalid.

If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected, except that Class Members who exclude themselves from the Settlement may still object to the settlement of PAGA claims. If a Settlement Class Member submits both a Claim and a Request for Exclusion from the Settlement, the Settlement Class Member will be given an opportunity to clarify his or her response.

Please note that Requests for Exclusion do not apply to the release of PAGA claims contemplated by the Settlement as described in the "Released Claims" above. Settlement Class Members who validly and timely submit a Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims, and therefore any PAGA claims that any Settlement Class Member may possess for the Settlement Class Period shall be extinguished if the Court approves the Settlement.

If you completed all your deliveries using the Postmates app elsewhere in the United States (*outside of* California, Massachusetts, New York, or Washington, D.C.), and you do not want to participate in the Settlement, you need not do anything at all. By not submitting a claim, you will not receive any payment from this settlement, and you will also not release any claims you may have against Postmates.

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State, and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018, or, you will release any claims arising under California, Massachusetts, New York, or Washington, D.C. laws that you may have against Postmates arising from your classification as an independent contractor.

16. **Objecting to the Settlement:** If you think the settlement is unfair and should not be approved, you may mail an objection to the Court or you may object in person at the Fairness Hearing without submitting a written objection. Objecting to the settlement does not preclude you from filing a claim. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue.

    All written objections and supporting papers must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

    All written objections and supporting papers must be mailed to the Court at the Court's address below and be postmarked on or before February 6, 2018.

    There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.

17. **Participating in the Final Approval Hearing:** You may appear in person or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so. If the Court overrules your objection, you will be bound by the terms of the Settlement.

18. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.

19. **The Settlement Administrator's Address.** You may send a paper Claim, Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

Singer v. Postmates
c/o GCG
P.O. Box 10451
Dublin, OH 43017-4051

CLASS COUNSEL

Contact information for Class Counsel is provided below:

Shannon Liss-Riordan
Matthew D. Carlson
Lichten & Liss-Riordan, P.C.
466 Geary Street, Suite 201
San Francisco, CA 94102
www.llrlaw.com
Phone: (857) 772-7435
Shae Cleary, scleary@llrlaw.com, Firm Settlement Administrator

CLASS COUNSEL ATTORNEYS' FEES AND SERVICE PAYMENTS

Class Counsel will request Court approval of an award of attorneys' fees and costs, in an amount the Court approves, not to exceed one-quarter of the total Settlement Fund ($2,187,500). Class Counsel will also request Court approval of service payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total.

Class Counsel will file their request for attorneys' fees, costs, and service payments no later than January 16, 2018. The request will be posted on the settlement website, www.PostmatesCourierSettlement.com. If you wish to object to the request for attorneys' fees and costs, or the request for service payments, you may do so by sending a written objection to the Court postmarked no later than February 6, 2018, or by objecting at the Fairness Hearing, as described in Paragraph 16.

FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for April 20, 2018 at 9:00 a.m. in Courtroom 5 of the District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Oakland, California, 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Service Payments and Attorneys' Fees.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above). You can also get more information by clicking here, calling (855) 629-0735, or writing to *Singer v. Postmates*, c/o GCG, PO Box 10451, Dublin, OH 43017-4051. The link provides the key documents related to this case and this Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION! YOU MAY CALL CLASS COUNSEL LISTED ABOVE.

Dated: November 21, 2017.
By Order of the Court

If you wish to UNSUBSCRIBE from future email messages from the Claims Administrator with regard to this Settlement, please click on this link.

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Singer, et al. v. Postmates, Inc., Case No. 4:15-cv-01284-JSW

If you used the Postmates mobile application to make a delivery, you could get a payment from a class action settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Lawsuits filed allege that Postmates Inc. ("Postmates") violated various laws and regulations by classifying couriers as independent contractors rather than employees. Postmates denies these allegations. However, to resolve the lawsuits and without conceding any wrongdoing, Postmates has agreed to settle the cases by paying $8,750,000 and implementing certain changes to its practices (the "Settlement").
- The Court in charge of this case still has to decide whether to approve the Settlement. If he does approve, couriers included in the Settlement (see page 4) will be eligible for payment from Postmates.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement and Receive a Payment (All Couriers in the United States)	If you wish to receive a share of the Settlement proceeds, **you must submit a Claim, which you can do electronically or by mail, as explained below in paragraph 14.**
Exclude Yourself from the Settlement (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to receive a payment and you do not want to release your state law claims against Postmates, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018. Please refer to pages 5-6 below for instructions on excluding yourself from the Settlement.
Object to the Settlement	If you wish to object to the Settlement, you may mail a written objection to the Court postmarked no later than February 6, 2018, or you may object in person at the Fairness Hearing. Please refer to page 6 below for instructions on objecting. You cannot object in order 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 class.
Do Nothing (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C. and you do nothing with respect to this notice, you will not receive a payment if the Court grants final approval of the Settlement, and you will release your state law claims, but not federal law claims, against Postmates.
Do Nothing (All Other Couriers)	If you completed a delivery using the Postmates app in the United States in places other than California, Massachusetts, New York, or Washington, D.C., and you do nothing with respect to this notice, you will not receive a share of the Settlement if the Court grants final approval of the Settlement, and you will not release any claims you may have against Postmates.

Which option you choose is entirely up to you. No matter your choice, it will not impact your relationship with Postmates.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

WHAT THIS NOTICE CONTAINS

GENERAL INFORMATION REGARDING THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached in the case *Singer, et al. v. Postmates, Inc.*, Case No. 4:15-cv-01284-JSW. The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class of the Settlement.

You have received this notice because Postmates' records indicate that you may be a Settlement Class Member. This notice is designed to inform you of how you can claim a share of the settlement payment, elect to not participate in the Settlement, or object to the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim they and other couriers who made deliveries using the Postmates app around the country have been improperly classified as independent contractors by Postmates and have sought relief under various federal and state laws, including federal minimum wage and overtime laws, as well as the laws of California, Massachusetts, New York, and D.C., as well as California and Massachusetts expense reimbursement law. Plaintiffs have also asserted claims seeking penalties under the Private Attorneys General Act of 2004 ("PAGA") on behalf of California couriers.

Postmates denies all of Plaintiffs' allegations and contends, among other things, that couriers who made deliveries using the Postmates app were correctly classified as independent contractors. The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of the members of the Settlement Class.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is an admission by Postmates that Plaintiffs' claims have merit.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You have received this notice and are included in the Settlement because Postmates' records show that you used the Postmates mobile application to complete at least one delivery to customers in the United States on dates up to and including June 2, 2017.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is $8,750,000. The Settlement Fund will fund payments to Class Members who submit a valid Class Member Claim. See Paragraph 14 for how to easily submit a Claim online or by mail.

2. From this Settlement Fund, amounts will be deducted for attorneys' fees and costs in the amount the Court approves, up to one-quarter of the total Settlement Fund ($2,187,500); incentive payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total; a payment to the Settlement Administrator for the costs of administering the settlement in the amount of approximately $480,000; and a payment to the State of California for PAGA penalties, in the amount of $75,000.

3. The remaining approximately $6,130,000 will be distributed to those Settlement Class Members who submit Claims. **Only those who submit a valid Claim will receive payment from the Settlement Fund**. The Settlement Fund will be allocated to Class Members proportionally to their delivery miles while on delivery on the Postmates mobile application, with multipliers for miles driven in the following states, which are calibrated to account for the applicable laws and legal standards for similar claims in those states: California (2.0); Massachusetts (3.0); New York (1.5); D.C. (1.5). (If you performed deliveries in multiple states, you will receive credit for all of your miles based on the state in which you drove which has the highest multiplier.) While the

actual amount to be paid to each courier will depend on the number of Class Members who submit claims, it is anticipated that Class Members in California will receive approximately $.14 per mile; Class Members in Massachusetts will receive approximately $.20 per mile; Class Members in New York and Washington, D.C. will receive approximately $.10 per mile; and Class Members elsewhere in the country will receive approximately $.07 per mile. The miles you drove on delivery, based on Postmates' records, are provided on the enclosed Claim Form (which you will have received if you are receiving this notice by mail). If you do not believe this number is accurate, you may challenge it by submitting any evidence you have, including an explanation of what you believe is the correct mileage, to the Settlement Administrator at *Singer v. Postmates*, c/o GCG, PO Box 10451, Dublin, OH 43017-4051, no later than January 7, 2018.

4. Unclaimed funds will be re-distributed to those Class Members who submit claims (whose residual check would be at least $50); no amount of the settlement funds will revert to Postmates. Any funds that are not claimed (for example, if an individual does not timely cash his or her check), will be donated to the National Employment Law Project, a non-profit organization that advocates for workers' rights, and/or used to resolve disputes regarding the distribution of settlement funds.

5. In addition to this monetary payment, Postmates has agreed to the following non-monetary terms as part of the settlement:

- Postmates will institute a modified contract termination provision which provides that couriers' contracts may only be terminated for specified material breaches of the parties' agreement and will not be terminated at will;
- Couriers whose contracts are terminated will have the opportunity to appeal their contract terminations through a neutral arbitration process, and Postmates' will pay for the arbitration fees;
- Postmates will make available, subject to legal requirements and policy terms and conditions, third party occupational accident insurance for bicycle and foot couriers, negotiated at favorable rates, to be paid at participating couriers' expense; and
- Postmates will establish an email address exclusively dedicated to receiving feedback from couriers regarding all aspects of its business, and all feedback shall be considered in good faith by Postmates, including additional proposed changes to its business practices suggested by couriers.

6. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C.**: Regardless of whether you submit a Claim Form, you will release any state law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked by the deadline of February 6, 2018. You will **not**, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form. If you do submit a claim form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

7. **If you completed a delivery using the Postmates app only in locations other than California, Massachusetts, New York, or Washington, D.C.:** You will not release any claims against Postmates unless you submit a Claim Form. If you do submit a Claim Form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

8. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State**: You will release any claims arising under the laws of California, Massachusetts, New York, or Washington, D.C. arising from your classification as an independent contractor unless you exclude yourself from the settlement. You will not, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form, nor will you release any claims arising under the laws of states other than California, Massachusetts, New York, or Washington, D.C. unless you submit a Claim Form.

9. The claims released under the Settlement are those that were or reasonably could have been asserted in this case, arising from independent contractor misclassification (the "Released Claims"). As part of the claim submission

process, you will have the opportunity to review the exact legal claims that are resolved by this Settlement. Whether you participate in the settlement or not, you will not release claims arising after June 2, 2017.

10. If you mail a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Defendant.

11. If the Court does not grant final approval of the Settlement, or does not enter the Final Approval Order or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Class Members will not receive payments.

12. The Court has appointed Garden City Group to act as the Settlement Administrator to administer the Settlement.

13. Plaintiffs, as Class Representatives, and Class Counsel, support the Settlement. Their reasons include the risk of being unable to pursue this case as a class action on behalf of all Class Members, the risk of a trial or hearing on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case would be uncertain. Upon careful consideration of all the facts and circumstances of this case, as well as the potential damages that could be recovered, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

14. **Participating in the Settlement and Receiving a Settlement Payment:** Named Plaintiffs, as Class Representatives, and Class Counsel represent your interests as a Settlement Class Member.

To submit a Claim electronically, go to **www.PostmatesCourierSettlement.com** and enter your Claimant ID and Verification Number, found in the upper right hand corner of the Claim Form.

To submit a claim by paper, please complete and return the enclosed Claim Form (which you will have received if you are receiving this notice by mail).

In order to receive a monetary payment from this settlement, please submit your claim no later than February 6, 2018.

15. **Excluding Yourself from the Settlement (Opt-Out):**

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018, or, you will release any state law claims you may have against Postmates arising from your classification as an independent contractor. The Request for Exclusion must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a payment. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendant. A Request for Exclusion that does not fulfill the requirements above will be deemed invalid.

If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected, except that Class Members who exclude themselves from the Settlement may still object to the settlement of PAGA claims. If a Settlement Class Member submits both a Claim and a Request for Exclusion from the Settlement, the Settlement Class Member will be given an opportunity to clarify his or her response.

Please note that Requests for Exclusion do not apply to the release of PAGA claims contemplated by the Settlement as described in the "Released Claims" above. Settlement Class Members who validly and timely submit a Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims, and therefore any PAGA claims that any Settlement Class Member may possess for the Settlement Class Period shall be extinguished if the Court approves the Settlement.

If you completed all your deliveries using the Postmates app elsewhere in the United States (*outside of* California, Massachusetts, New York, or Washington, D.C.), and you do not want to participate in the Settlement, you need not do anything at all. By not submitting a claim, you will not receive any payment from this settlement, and you will also not release any claims you may have against Postmates.

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State, and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018, or, you will release any claims arising under California, Massachusetts, New York, or Washington, D.C. laws that you may have against Postmates arising from your classification as an independent contractor.

16. **Objecting to the Settlement:** If you think the settlement is unfair and should not be approved, you may mail an objection to the Court or you may object in person at the Fairness Hearing without submitting a written objection. Objecting to the settlement does not preclude you from filing a claim. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue.

All written objections and supporting papers must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

All written objections and supporting papers must be mailed to the Court at the Court's address below and be postmarked on or before February 6, 2018.

There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.

17. **Participating in the Final Approval Hearing:** You may appear in person or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so. If the Court overrules your objection, you will be bound by the terms of the Settlement.

18. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.

19. **The Settlement Administrator's Address.** You may send a paper Claim, Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

Singer v. Postmates
c/o GCG
PO Box 10451
Dublin, OH 43017-4051

CLASS COUNSEL

Contact information for Class Counsel is provided below:

Shannon Liss-Riordan
Matthew D. Carlson
Lichten & Liss-Riordan, P.C.
466 Geary Street, Suite 201
San Francisco, CA 94102
www.llrlaw.com
Phone: (857) 772-7435
Shae Cleary, scleary@llrlaw.com, Firm Settlement Administrator

CLASS COUNSEL ATTORNEYS' FEES AND SERVICE PAYMENTS

Class Counsel will request Court approval of an award of attorneys' fees and costs, in an amount the Court approves, not to exceed one-quarter of the total Settlement Fund ($2,187,500). Class Counsel will also request Court approval of service payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total.

Class Counsel will file their request for attorneys' fees, costs, and service payments no later than January 16, 2018. The request will be posted on the settlement website, www.PostmatesCourierSettlement.com. If you wish to object to the request for attorneys' fees and costs, or the request for service payments, you may do so by sending a written objection to the Court postmarked no later than February 6, 2018, or by objecting at the Fairness Hearing, as described in Paragraph 16.

FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for April 20, 2018 at 9:00 a.m. in Courtroom 5 of the District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Oakland, California, 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Service Payments and Attorneys' Fees.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above). You can also get more information by visiting www.PostmatesCourierSettlement.com, calling (855) 629-0735, or writing to Singer v. Postmates, c/o GCG, PO Box 10451, Dublin, OH 43017-4051.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION! YOU MAY CALL CLASS COUNSEL LISTED ABOVE.

Dated: November 21, 2017.
By Order of the Court

PLEASE SUBMIT YOUR CLAIM BY FEBRUARY 6, 2018

Singer v. Postmates
c/o GCG
P.O. Box 10451
Dublin, OH 43017-4051

Claimant ID: POS011111111
Verification Number: 1234567890

POS1234567890

JANE CLAIMANT
123 4TH AVE
APT 5
SEATTLE, WA 67890

Claim Form

This Claim Form relates to *Singer, et al. v Postmates Inc.*, Case No. 4:15-cv-01284-JSW. Complete this form if you would like to file a claim to receive your share of the settlement. Please complete all sections of the form below. Please mail your Claim Form to the Settlement Administrator, at the address above, before **February 6, 2017**. You may also use your Claimant ID and Verification Number, shown above, to file a claim online at www.PostmatesCourierSettlement.com. If you submit a claim, your settlement award will be paid by a check mailed to your address above, or, if you need to update your address, to the address you provide below.

Address Corrections/Updates

The contact information on file for you is displayed above. If your address has changed, please enter your new address below. If your name and address are correct above, you do not need to fill out this section.

Name:

Address:

City: State: Zip:

Email Address & Phone Number

Please provide your e-mail address and phone number below:

E-mail Address:

Daytime Phone: ( ) -

Evening Phone: ( ) -

Certification Under Oath

By signing below, I declare under penalty of perjury under the laws of the United States of America that the information provided for this Claim is true and correct. I hereby agree to be bound by the settlement in *Singer v. Postmates Inc.*, Case No. 15-cv-01284-JSW, United States District Court, Northern District of California, and I understand that by signing below, I am waiving, releasing, and giving up claims, that were or could have been pled based on the factual allegations set forth in this case, including those arising from allegations of independent contractor misclassification (including claims under state and federal law for unpaid wages and business expenses including but not limited to in any way the federal Fair Labor Standards Act ("FLSA")), that have accrued before September 1, 2017 against Postmates Inc.

Print Name:

Signature:

Date: / /

Exhibit C

Baro Lee

From: info@postmatescouriersettlement.com
Sent: Monday, January 22, 2018 4:22 PM
To: Michael Snodgrass
Subject: Singer v. Postmates - Notice of Proposed Class Action Settlement

We have not heard back from you after sending this notice. If you want to receive compensation from this settlement, please file a claim as soon as possible.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Singer, et al. v. Postmates, Inc. Case No. 4:15-cv-01284-JSW

If you used the Postmates mobile application to make a delivery, you could get a payment from a class action settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Lawsuits filed allege that Postmates Inc. ("Postmates") violated various laws and regulations by classifying couriers as independent contractors rather than employees. Postmates denies these allegations. However, to resolve the lawsuits and without conceding any

wrongdoing, Postmates has agreed to settle the cases by paying $8,750,000 and implementing certain changes to its practices (the "Settlement").

- The Court in charge of this case still has to decide whether to approve the Settlement. If he does approve, couriers included in the Settlement will be eligible for payment from Postmates.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement and Receive a Payment **(All Couriers in the United States)**	If you wish to receive a share of the Settlement proceeds, **you must submit a Claim, which you can do electronically or by mail, as explained below in paragraph 14.**
Exclude Yourself from the Settlement (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to receive a payment and you do not want to release your state law claims against Postmates, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018. Please refer to paragraph 15 below for instructions on excluding yourself from the Settlement.
Object to the Settlement	If you wish to object to the Settlement, you may mail a written objection to the Court postmarked no later than February 6, 2018, or you may object in person at the Fairness Hearing. Please refer to

	paragraph 16 below for instructions on objecting. You cannot object in order 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 class.
Do Nothing (California, New York, Massachusetts, and Washington, D.C. Couriers)	If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C. and you do nothing with respect to this notice, you will not receive a payment if the Court grants final approval of the Settlement, and you will release your state law claims, but not federal law claims, against Postmates.
Do Nothing (All Other Couriers)	If you completed a delivery using the Postmates app in the United States in places other than California, Massachusetts, New York, or Washington, D.C., and you do nothing with respect to this notice, you will not receive a share of the Settlement if the Court grants final approval of the Settlement, and you will not release any claims you may have against Postmates.

Which option you choose is entirely up to you. No matter your choice, it will not impact your relationship with Postmates.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

Questions? Click here for additional information or call (855) 629-0735.
Para una notificación en español, visite nuestro sitio de web.

GENERAL INFORMATION REGARDING THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached in the case *Singer, et al. v. Postmates, Inc.*, Case No. 4:15-cv-01284-JSW. The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class of the Settlement.

You have received this notice because Postmates' records indicate that you may be a Settlement Class Member. This notice is designed to inform you of how you can claim a share of the settlement payment, elect to not participate in the Settlement, or object to the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim they and other couriers who made deliveries using the Postmates app around the country have been improperly classified as independent contractors by Postmates and have sought relief under various federal and state laws, including federal minimum wage and overtime laws, as well as the laws of California, Massachusetts, New York, and D.C., as well as California and Massachusetts expense reimbursement law. Plaintiffs have also asserted claims seeking penalties under the Private Attorneys General Act of 2004 ("PAGA") on behalf of California couriers.

Postmates denies all of Plaintiffs' allegations and contends, among other things, that couriers who made deliveries using the Postmates app were correctly classified as independent contractors. The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of the members of the Settlement Class.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is an admission by Postmates that Plaintiffs' claims have merit.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You have received this notice and are included in the Settlement because Postmates' records show that you used the Postmates mobile application to complete at least one delivery to customers in the United States on dates up to and including June 2, 2017.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is $8,750,000. The Settlement Fund will fund payments to Class Members who submit a valid Class Member Claim. See Paragraph 14 for how to easily submit a Claim online or by mail.

2. From this Settlement Fund, amounts will be deducted for attorneys' fees and costs in the amount the Court approves, up to one-quarter of the total Settlement Fund ($2,187,500); incentive payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total; a payment to the Settlement Administrator for the costs of administering the settlement in the amount of approximately $480,000; and a payment to the State of California for PAGA penalties, in the amount of $75,000.

3. The remaining approximately $6,130,000 will be distributed to those Settlement Class Members who submit Claims. **Only those who submit a valid Claim will receive payment from the Settlement Fund**. The Settlement Fund will be allocated to Class Members proportionally to their delivery miles while on delivery on the Postmates mobile application, with multipliers for miles driven in the following states, which are calibrated to account for the applicable laws and legal standards for similar claims in those states: California (2.0); Massachusetts (3.0); New York (1.5); D.C. (1.5). (If you performed deliveries in multiple states, you will receive credit for all of your miles based on the state in which you drove which has the highest multiplier.) While the actual amount

to be paid to each courier will depend on the number of Class Members who submit claims, it is anticipated that Class Members in California will receive approximately $.14 per mile; Class Members in Massachusetts will receive approximately $.20 per mile; Class Members in New York and Washington, D.C. will receive approximately $.10 per mile; and Class Members elsewhere in the country will receive approximately $.07 per mile. Based on Postmates' records, you drove 789.00 miles on delivery. If you do not believe this number is accurate, you may challenge it by submitting any evidence you have, including an explanation of what you believe is the correct mileage, to the Settlement Administrator at *Singer v. Postmates*, c/o GCG, PO Box 10451, Dublin, OH 43017-4051, no later than January 7, 2018.

4. Unclaimed funds will be re-distributed to those Class Members who submit claims (whose residual check would be at least $50); no amount of the settlement funds will revert to Postmates. Any funds that are not claimed (for example, if an individual does not timely cash his or her check), will be donated to the National Employment Law Project, a non-profit organization that advocates for workers' rights, and/or used to resolve disputes regarding the distribution of settlement funds.

5. In addition to this monetary payment, Postmates has agreed to the following non-monetary terms as part of the settlement:

    - Postmates will institute a modified contract termination provision which provides that couriers' contracts may only be terminated for specified material breaches of the parties' agreement and will not be terminated at will;

    - Couriers whose contracts are terminated will have the opportunity to appeal their contract terminations through a neutral arbitration process, and Postmates' will pay for the arbitration fees;

    - Postmates will make available, subject to legal requirements and policy terms and conditions, third party occupational accident insurance for bicycle and foot couriers, negotiated at favorable rates, to be paid at participating couriers' expense; and

    - Postmates will establish an email address exclusively dedicated to receiving feedback from couriers regarding all aspects of its business, and all feedback shall be considered in good faith by Postmates, including additional proposed changes to its business practices suggested by couriers.

6. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C.**: Regardless of whether you submit a Claim Form, you will release any state law claims you may have against Postmates arising from

your classification as an independent contractor unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked by the deadline of February 6, 2018. You will **not**, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form. If you do submit a claim form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

7. **If you completed a delivery using the Postmates app only in locations other than California, Massachusetts, New York, or Washington, D.C.**: You will not release any claims against Postmates unless you submit a Claim Form. If you do submit a Claim Form, you will release all state and federal law claims arising from your classification by Postmates as an independent contractor.

8. **If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State**: You will release any claims arising under the laws of California, Massachusetts, New York, or Washington, D.C. arising from your classification as an independent contractor unless you exclude yourself from the settlement. You will not, however, release any federal law claims you may have against Postmates arising from your classification as an independent contractor unless you submit a Claim Form, nor will you release any claims arising under the laws of states other than California, Massachusetts, New York, or Washington, D.C. unless you submit a Claim Form.

9. The claims released under the Settlement are those that were or reasonably could have been asserted in this case, arising from independent contractor misclassification (the "Released Claims"). As part of the claim submission process, you will have the opportunity to review the exact legal claims that are resolved by this Settlement. Whether you participate in the settlement or not, you will not release claims arising after June 2, 2017.

10. If you mail a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Defendant.

11. If the Court does not grant final approval of the Settlement, or does not enter the Final Approval Order or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Class Members will not receive payments.

12. The Court has appointed Garden City Group to act as the Settlement Administrator to administer the Settlement.

13. Plaintiffs, as Class Representatives, and Class Counsel, support the Settlement. Their reasons include the risk of being unable to pursue this case as a class action on behalf of all Class Members, the risk of a trial or hearing on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case would be uncertain. Upon careful consideration of all the facts and circumstances of this case, as well as the potential damages that could be recovered, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

14. **Participating in the Settlement and Receiving a Settlement Payment:** Named Plaintiffs, as Class Representatives, and Class Counsel represent your interests as a Settlement Class Member.

    To submit a claim electronically, **click on this link**, or go to **www.PostmatesCourierSettlement.com** and enter your Claimant ID and Verification Number, provided below.

    Name: Mike Claimant
    Claimant ID: 49D1DA4BDE
    Verification Number: 7CB258BDDE

    To submit a claim by paper, please complete and return the enclosed Claim Form (which you will have received if you are receiving this notice by mail). If you need a paper claim form, please contact the Settlement Administrator at (855) 629-0735 or info@PostmatesCourierSettlement.com.

    In order to receive a monetary payment from this settlement, please submit your claim no later than February 6, 2018.

15. **Excluding Yourself from the Settlement (Opt-Out):**

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator postmarked no later than February 6, 2018, or, you will release any state law claims you may have against Postmates arising from your classification as an independent contractor. The Request for Exclusion must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a payment. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendant. A Request for Exclusion that does not fulfill the requirements above will be deemed invalid.

If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected, except that Class Members who exclude themselves from the Settlement may still object to the settlement of PAGA claims. If a Settlement Class Member submits both a Claim and a Request for Exclusion from the Settlement, the Settlement Class Member will be given an opportunity to clarify his or her response.

Please note that Requests for Exclusion do not apply to the release of PAGA claims contemplated by the Settlement as described in the "Released Claims" above. Settlement Class Members who validly and timely submit a Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims, and therefore any PAGA claims that any Settlement Class Member may possess for the Settlement Class Period shall be extinguished if the Court approves the Settlement.

If you completed all your deliveries using the Postmates app elsewhere in the United States (*outside of* California, Massachusetts, New York, or Washington, D.C.), and you do not want to participate in the Settlement, you need not do anything at all. By not submitting a claim, you will not receive any payment from this settlement, and you will also not release any claims you may have against Postmates.

If you completed a delivery using the Postmates app in California, Massachusetts, New York, or Washington, D.C., as well as another State, and you do not want to participate in the Settlement, you must mail a written Request for Exclusion to the Settlement

Administrator postmarked no later than February 6, 2018, or, you will release any claims arising under California, Massachusetts, New York, or Washington, D.C. laws that you may have against Postmates arising from your classification as an independent contractor.

16. **Objecting to the Settlement:** If you think the settlement is unfair and should not be approved, you may mail an objection to the Court or you may object in person at the Fairness Hearing without submitting a written objection. Objecting to the settlement does not preclude you from filing a claim. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue.

    All written objections and supporting papers must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

    All written objections and supporting papers must be mailed to the Court at the Court's address below and be postmarked on or before February 6, 2018.

    There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.

17. **Participating in the Final Approval Hearing:** You may appear in person or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so. If the Court overrules your objection, you will be bound by the terms of the Settlement.

18. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.

19. **The Settlement Administrator's Address.** You may send a paper Claim, Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

Singer v. Postmates
c/o GCG
P.O. Box 10451
Dublin, OH 43017-4051

CLASS COUNSEL

Contact information for Class Counsel is provided below:

Shannon Liss-Riordan
Matthew D. Carlson
Lichten & Liss-Riordan, P.C.
466 Geary Street, Suite 201
San Francisco, CA 94102
www.llrlaw.com
Phone: (857) 772-7435
Shae Cleary, scleary@llrlaw.com, Firm Settlement Administrator

CLASS COUNSEL ATTORNEYS' FEES AND SERVICE PAYMENTS

Class Counsel will request Court approval of an award of attorneys' fees and costs, in an amount the Court approves, not to exceed one-quarter of the total Settlement Fund ($2,187,500). Class Counsel will also request Court approval of service payments to each of the seven Named Plaintiffs and 34 other couriers who have participated in this case, in an amount the Court approves, up to $57,000 total.

Class Counsel will file their request for attorneys' fees, costs, and service payments no later than January 16, 2018. The request will be posted on the settlement website, www.PostmatesCourierSettlement.com. If you wish to object to the request for attorneys' fees and costs, or the request for service payments, you may do so by sending a written objection to the Court postmarked no later than February 6, 2018, or by

objecting at the Fairness Hearing, as described in Paragraph 16.

FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for April 20, 2018 at 9:00 a.m. in Courtroom 5 of the District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Oakland, California, 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Service Payments and Attorneys' Fees.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above). You can also get more information by clicking here, calling (855) 629-0735, or writing to *Singer v. Postmates*, c/o GCG, PO Box 10451, Dublin, OH 43017-4051. The link provides the key documents related to this case and this Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION! YOU MAY CALL CLASS COUNSEL LISTED ABOVE.

Dated: November 21, 2017.
By Order of the Court

Exhibit D

Singer v. Postmates Inc.

www.PostmatesCourierSettlement.com

Claimant Portal

ONLINE CLAIM SUBMISSION

Welcome to the Postmates Courier Settlement Claimant Portal. If you would like to file a claim, enter your Claimant ID and Control Number below (unless they already appear), check the box next to "I'm not a robot", and then click "Enter Portal."

Click here if you don't have your Claimant ID and Verification Number

---

Claimant ID

Verification Number

I'm not a robot

reCAPTCHA

Enter Portal

Singer v. Postmates Inc.

www.PostmatesCourierSettlement.com

Claimant Portal

CONTACT INFORMATION

The contact information on file for you is displayed below. Please review this information and update it if needed. Your check will be mailed to the address below. **You must notify the Settlement Administrator at info@PostmatesCourierSettlement.com if your address changes.**

Once you have confirmed or updated your contact information, please click "Next" to proceed to the next step in the claim submission process. YOUR CLAIM IS NOT COMPLETE UNTIL YOU HAVE CLICKED "SUBMIT" AND REACHED THE CONFIRMATION PAGE.

NAME AND ADDRESS

Name * Jane Doe

If your name is not correct, please contact the Settlement Administrator toll-free at [855]-629-0735 or via email at info@PostmatesCourierSettlement.com.

Country *

Mailing Address *

City *

State * **Zip ***

Daytime Phone

Evening Phone

Email

Next

Singer v. Postmates Inc.

www.PostmatesCourierSettlement.com

Claimant Portal

CERTIFICATION UNDER OATH

By typing my name in place of my signature below, and by pressing "Submit," I consent to join the Settlement Class in *Singer, et al. v. Postmates Inc.*, I elect to participate in the Settlement, and I am waiving, releasing, and giving up claims, that were or could have been pled based on factual allegations of independent contractor misclassification (including claims under the federal Fair Labor Standards Act ("FLSA")), that have accrued before June 2, 2017, against Postmates Inc.

Signature:

Type your full name in the signature box.

YOUR CLAIM IS NOT COMPLETE UNTIL YOU HAVE CLICKED "SUBMIT" ON THE FOLLOWING PAGE.

Previous

Next

Singer v. Postmates Inc.

www.PostmatesCourierSettlement.com

Claimant Portal

REVIEW CLAIM AND SUBMIT

Please carefully review the below Claim information. If you need to change anything, please use the "Previous" button to navigate to the page that contains the information you would like to change. When you are sure the information you have entered is correct, click the "Submit" button. **YOUR CLAIM HAS NOT BEEN SUBMITTED UNTIL YOU CLICK SUBMIT.** You will be able to print a confirmation of your Claim submission on the next page. If you need to change any of your information after you have submitted your claim, you may contact the Settlement Administrator toll-free at (855) 629-0735 or via email at info@PostmatesCourierSettlement.com.

CLAIM INFORMATION

Name	Jane Doe
Mailing Address	123 Main Street Apt. 900
City	Seattle
State	WA
Zip	12345
Country	USA
Daytime Phone	123-456-7894
Evening Phone	123-897-9636
Email	jane.doe@hotmail.com

Previous

Submit

Singer v. Postmates Inc.

www.PostmatesCourierSettlement.com

Claimant Portal

CONFIRMATION OF CLAIM FORM SUBMISSION

Please click the "Print" button below to print a copy of this confirmation page for your records. If you need to change or update any of your claim information, you may contact the Settlement Administrator toll-free at (855) 629-0735 or via email at info@PostmatesCourierSettlement.com. Please notify the Settlement Administrator if your address changes. **Under the Settlement, there may be multiple payments, and it is your responsibility to keep the Settlement Administrator updated with your new address** so that you receive all payments to which you may be entitled.

CLAIM INFORMATION

Name	Jane Doe
Mailing Address	123 Main Street Apt. 900
City	Seattle
State	WA
Zip	12345
Country	USA
Daytime Phone	123-456-7894
Evening Phone	123-897-9636
Email	jane.doe@hotmail.com
Claimant ID Number	X76YTGH45
Claim Submission Date	MM/DD/YYYY

Print

Exhibit E

Valid Requests for Exclusion

1. TRUCK TRUONG
2. ANDRE SENA
3. KELLY WRIGHT DUVAL
4. CIRO ARENDT
5. STEVE AIOUBOV
6. ERIC ZERO
7. JUSTIN MCLLOYD
8. DARIN WEBB
9. EVGENY PASHKEVICH
10. LAWRENCE ABRAMS
11. REGIS YOUNG

Exhibit F

Untimely Requests for Exclusion

1. DIEGO GERENA-QUINONES (postmarked 2/7/2018)
2. JOHN DUNLAP (postmarked 2/7/2018)
3. SEAN MCKEAN (postmarked 2/7/2018)

Exhibit G

Tuesday, February 6, 2018

Singer, et al. v. Postmates, Inc.
Case No. 4:15-cv-01284-JSW
c/o Garden City Group
P.O. Box 10435
Dublin, OH 43017-4035

To whom it may concern:

I, Pichayapom Kamjadpai , wish to be excluded from the Settlement Class in the matter of Singer, et al. v. Postmates, Inc., Case No. 4:15-cv-01284-JSW.

It is my understanding from the Notice of Proposed Settlement I received regarding the Class Settlement for Postmates that this statement letter is all that is required of me to be excluded and I need not do anything more at this time. I retain my rights to file a claim against Postmates and will not be awarded any of the settlement funds nor be bound by its terms. If I have in any way misunderstood, please contact me right away.

I disagree with the statement in item #15 and reserve my right to file a PAGA complaint. The PAGA protections are clear that no employee may waive their right to pursue a PAGA complaint. I wrote to the Attorney General, specifically the PAGA office, and asked for clarity on this statement being included. If GCG has any points or authority on this matter specifically, please send me whatever information you have so I can approach and argue this line item with the appropriate authority.

Thank you very much for your attention to this matter.

Sincerely,

Pichayapom Kamjadpai

[redacted]

Exhibit H

1. PETER SELIGMAN - 7DBE0C0694

Singer v. Postmates
c/o GCG
P.O. Box 10451
Dublin, OH 43017-4051

Peter Seligman
[redacted]

Claimant ID: 7DBE0C0694

January 22, 2018

Objection to the Settlement

I object to this settlement and do not intend to appear at the Fairness Hearing.

I believe that Postmates couriers should correctly be classified as employees, that Postmates business may not be sustainable without underpaying them, and that Postmates' intent in settling this case is likely to avoid establishing a precedent where their model of business could be classified as an employee/employer relationship.

Couriers should be classified as employees for several reasons: they are integral to Postmates' business; without people to carry out deliveries, there could not be a delivery business. Furthermore, while couriers are able to set their own hours and use their own equipment, the terms of how the work is carried out are defined by Postmates: work must be completed within a given amount of time, according to protocols established in training which define how couriers handle items and interact with customers, and violations can be punished by losing employment.

In any conventional situation where a business hires a delivery person, they are paid a tipped wage as an employee. Postmates' self-definition as a "marketplace for contractors to pick up jobs" seems intended to use their app-based method of dispatching to obfuscate the obvious fact that they are still a business hiring delivery people who complete jobs within specific amounts of time.

A typical aspect of Postmates is going to a busy area, signing in, and then waiting to pick up a job; even in a typical tipped wage situation where the pace of business can vary, waiting around in between defined tasks is a situation where an employee is paid. This waiting and being on call is a necessary part of Postmates' operations and is comparable to the time that any delivery person or food service worker might spend in between tasks, not to the time that a freelancer or contractor might spend seeking work or purchasing supplies.

Perhaps the nature of Postmates' business (allowing deliveries to be made from and to

anywhere) means that they need to hire more people than can work at any given time in order to provide consistent and immediate service to customers, and the business would not pay for itself if the necessary surplus of employees were defined as such. Whether or not that is the case, they are undoubtably underpaying their employees for what should merit at least a minimum tipped wage, and I hope to see this case decided against them.

Thank you,

Peter Seligman

1. CHRISTOPHER BALL - 3F86A9D7EC

Christopher James Ball

[redacted]

[redacted]

[redacted]

Claimant ID:3F86A9D7EC

Verification No:6780232504

Singer v. Postmates

c/o GCG

P.O. Box 10451

Dublin, OH 43017-4051

I wish to object to the proposed settlement regarding Singer, et al. v. Postmates, Inc. Case No. 4:15-cv-01284-JSW.

This settlement does nothing to resolve workers' misclassification.

Christopher Ball

Christopher Ball

2/5/2018

1. JOSE CORDERO - BE861BAABB

Jose Alexander Cordero
[redacted]
Phone #: [redacted]

My objection to the Singer V. Postmates Class Action Lawsuit:

1) From the time I started working at the company, I was made aware that I would be an independent contractor.

- I was made aware I'd be paid out commission. I was also presented the compensation structure, the rules of the contract, and a brief definition into what being an independent contractor entails. I am aware that it means that I'd become a self-employed individual, enjoying the ability to work flexible time, working as long or as little as I chose, and above all, enjoying my tax classification. I've also recognized the pitfalls of being an independent contractor. I've recognized that I would not be covered with the typical benefits an employee would have, such as wage or salaried pay no matter the amount of work available, overtime pay, medical and other insurance coverage, and the absence of sick/vacation pay. According to NYS bill # S1794, the company would be paying us in the term agreed on contract if we agreed to work as Independent Contractors. I was cleared on their terms, as was everyone else who was in the same office as I was.

2) At the end of the day, I knew what I've signed up for and I was willing to take the risk and earn a higher payoff.

- I've weighed the advantages and disadvantages of working with Postmates as an Independent Contractor and agreed that the benefits for myself outshined the trade offs.
- If I was to file a claim to earn something from this settlement, I'd be giving up my independent contractor status, earning ill gotten money, and having to send that money to the IRS anyways due to a change in my tax classification.

The above statements point to why I'm objecting to this case. Thank you for reading this letter.

Sincerely,

Jose Alexander Cordero

EXHIBIT F

SHANNON LISS-RIORDAN - #310719
LICHTEN & LISS-RIORDAN, P.C.
sliss@llrlaw.com
729 Boylston Street, Suite 2000
Boston, MA 02116
Telephone: 617.994.5800
Facsimile: 617.994.5801

MATTHEW D. CARLSON - #273242
LICHTEN & LISS-RIORDAN, P.C.
mcarlson@llrlaw.com
466 Geary Street, Suite 201
San Francisco, CA 94102
Telephone: 415.630.2651

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CYNTHIA MARCIANO,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

EVAN KISSNER,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

Case No.: CGC-15-548101 (*Marciano*)
Case No.: CGC-15-548102 (*Kissner*)

Marciano Complaint Filed: September 23, 2015
Kissner Complaint Filed: September 23, 2015

SUPPLEMENTAL DECLARATION OF LOREE KOVACH REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date: September 13, 2017
Time: 9:30 a.m.
Dept.: 302

I, LOREE KOVACH, declare and state as follows:

1. I am an Assistant Vice President of Operations at the Garden City Group, LLC ("GCG"). The following statements are based on my personal knowledge and information provide by other GCG employees working under my supervision, and, if called on to do so, I could and would testify competently thereto.

2. This Declaration is to supplement certain statistics provided in my Declaration Regarding Notice and Settlement Administration, signed September 1, 2017.

CLAIMS RECEIVED

3. As of September 8, 2017, GCG has received 11,745 Claim Forms from Settlement Class Members. A total of 11,745 Claim Forms were submitted via the settlement website and none were submitted via paper Claim Form. GCG is continuing to accept Claim Forms.

4. As of September 8, 2017, the settlement shares of the 11,745 Settlement Class Members who have filed Claim Forms account for approximately 45.4% of the settlement fund (assuming a 100% claims rate).

TOLL-FREE INFORMATION LINE

5. As of September 7, 2017, GCG has received 378 calls to the toll-free number GCG maintains to accommodate telephone inquiries from Settlement Class Members and to answer frequently asked questions. GCG will continue to maintain the toll-free number throughout the settlement administration process.

EXCLUSIONS

6. Settlement Class Members who wish to exclude themselves from the Settlement are required to mail a Request for Exclusion to the Settlement Administrator postmarked by

September 5, 2017. As of September 8, 2017, GCG has received 24 timely and proper Requests for Exclusion. In accordance with Section 7.3 of the Settlement, a true and accurate list of the 24 individuals who have timely and properly requested exclusion from the Settlement Class is attached as **Exhibit A.**

OBJECTIONS

7. Individuals who wish to object to the Settlement are required to send a written objection, including the specific reason for the objection, postmarked by September 5, 2017. As of September 8, 2017, GCG has received one written objection submitted by an attorney representing putative class members Daniel Marko and Jesus Corona. Putative objector Daniel Marko's name does not appear in the data provided by Defendant; putative objector Jesus Corona cannot be definitively identified as a Class Member based on his name alone. The written objection is attached as **Exhibit B.**

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief.

Executed on September 11, 2017, at Seattle, Washington.

LOREE KOVACH

Exhibit A

Valid Requests for Exclusion

1. CHULHEE LEE
2. ELIZABETH WILCOX
3. NATHANAEL POLLARD
4. JACOB KRAMARZ
5. JO GREEN
6. IAN MURPHY
7. DAT NGUYEN
8. BRIAN KIESEL
9. LAURA RENNER
10. BENJAMIN MARTIN
11. MA ESCOBAR
12. DANA LOWE
13. MAURICIO VARELA CARIAS
14. MY PHAM
15. LUISE FUGMANN
16. LINDA GUEVARA
17. ERIN BOYER
18. MOHSEN TAJBAKHSH
19. VINH AU
20. PAMELA NORTH
21. IHOR VODYNCHAR
22. RABEET NOOR
23. DARIN WEBB
24. LYNN FISHER

Exhibit B

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St., Suite 780
Woodland Hills, CA 91367
Phone: 877-206-4741
Fax: 866-633-0228
tfriedman@toddflaw.com
abacon@toddflaw.com
Attorneys for Objectors,
DANIEL MARKO and JESUS CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CYNTHIA MARCIANO, Plaintiff, -vs- DOORDASH, INC., Defendant.	**CASE NO.: CGC-15-548101 (*Marciano*)** **CASE NO.: CGC-15-548102 (*Kissner*)** **OBJECTORS DANIEL MARKO AND JESUS CORONA'S OBJECTION TO CLASS SETTLEMENT** **Date: September 13, 2017** **Time: 9:30 am** **Department 302** **Judge: Hon. Harold Kahn**
EVAN KISSNER, Plaintiff, -vs- DOORDASH, INC., Defendants.	

TO THE HONORABLE COURT, AND TO ALL PARTIES AND THEIR ATTORNEYS:

Putative class members Daniel Marko, and Jesus Corona, named Plaintiffs in *Marko et. al. v. DoorDash, Inc. et. al.*, Los Angeles Superior Court Case No. BC 659841 hereby object to the proposed class action settlement in the above-captioned matter and submit this brief in opposition to the proposed settlement. For the reasons stated below, the Court should deny final approval of the proposed settlement because it is not fair, adequate, or reasonable, is not in the

best interests of the class, and fails to provide adequate remedy to Class Members for the harm suffered due to Defendant DoorDash's ("Defendant") actions.

I. Introduction

In a class action, Objectors, Class Representatives, Class Counsel, and the Court all owe fiduciary obligations to protect the interests of the class members. This duty extends to *all* the class members and not just a few. All parties have an obligation to protect the interests of those that are not present to represent themselves. And when there are inherent conflicts of interests between a party that purports to protect the interests of absent Class Members, it is the duty of all other parties to prevent that party from capitalizing on their position to the determinant of those who cannot defend themselves. *See* Kakani v. Oracle Corporation 2007 WL 1797 at *1 ("Once the named parties reach a settlement in a purported class action, they are always solidly in favor of their own proposal. There is no advocate to critique the proposal on behalf of absent class members... We must be careful to make sure absent class members will be treated fairly.")

The Class Representatives in this case and Class Counsel will all receive a tremendous and unjustified windfall in exchange for waiving the rights of those that will receive nothing. The proposed Class Settlement Agreement is a claims-made settlement, where the unclaimed funds revert back to class members that made claims. In such claims-made settlements, it is typically expected that the anticipated take rate be less than ten percent of the actual class size. As a result, the Class Representatives will likely receive ten times the amount initially claimed, and purported to be a fair amount as to *all class members*, while absent class members, *even those who have failed to receive actual notice*, will receive nothing. While there are cases where claims-made settlements are necessary, particularly in the consumer protection context where class member identities are unknown, in employment cases such as this, the defendant and Class

Counsel should have access to complete information including name, social security number and last known address of each and every Class Member. This means that with the help of an experienced claims administrator, there is no legitimate reason that a settlement check cannot be automatically sent to every single Class Member. The claims-made process agreed to by Plaintiffs is unfair, insofar as it essentially gives the money owed to the significant percentage of Class Members who do not make claims, to those who do make claims, which clearly include Plaintiffs. No doubt Plaintiffs agreed to such a deal as they personally financially benefit from these terms, at the expense of other Class Members.

In exchange for absent class members receiving nothing, they will be waiving all of their rights to bring *any* wage and hour claim against Defendant DoorDash, Inc. This includes multiple rights to protect the public interest, which set the foundation of our Wage and Hour Law. The proposed settlement agreement waives any right to bring a claim on behalf of the Labor and Workforce Development Agency, *even for those who opt out of the settlement.* However, even more important and fundamental than this right to pursue a claim on behalf of California, the proposed settlement agreement waives any right to obtain injunctive relief and provides absolutely no injunctive relief in return relating any misclassification or wage and hour issues. If the proposed settlement were approved today the Defendant could continue to engage in the same exact behavior that gave rise to the underlying claims of this action without any breach of the settlement agreement. Given that the case challenges conduct that is core to DoorDash's business model, it seems inequitable to permit such conduct to continue unchecked. The Settlement Sum is certainly not punitive enough to force DoorDash to second guess continuing to misclassify its Dashers in the future. They will clearly just keep doing it, at expense to the Class Members, other members of the California Public, the State of California at

large, and the Taxpayers (due to failing to pay employer-side payroll taxes). The Objectors take issue with this.

Defendant willingly misclassified thousands of its employees as independent contractors in order to systematically deprive them of monies owed and to obtain an unfair and unjust profit, both on the front end by paying lower wages and not having to reimburse mileage associated with delivery drivers, and on the back end in the form of payroll taxes. By purposefully misclassifying its employees, Defendant failed to provide its delivery drivers overtime wages, regular wages, minimum wages, meal and rest breaks or premiums, all wages due at termination, accurate itemized wage statements, and reimbursement of business expenses in violation of California Law. On May 16, 2017, counsel for Plaintiffs attempted to strip from Class Members[1] these rightful claims in order to seek counsel's share of five million dollars ($5,000,000), after losing a motion to compel arbitration. What is clear from these circumstances is that Class Counsel sold the Class Members down the river by releasing the rights of thousands of employees who have been seriously damaged by Defendant's conduct, so that they could reap the benefits of a windfall associated with settling a case as a class action (after which counsel could ask for 25% of $5 million despite barely doing any work) as opposed to litigating their clients' individual claims in arbitration, which would naturally require more work, and reap less fees. In return, class members waive any right to obtain compensation or non-monetary relief on any wage and hour claim, including Defendant's failure to provide overtime wages, regular wages, minimum wages, meal breaks and rest breaks or premiums, and all wages due at

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[1] The proposed settlement class is defined as "All individuals in California classified by DoorDash as independent contractors who used the DoorDash mobile application to offer delivery services to customers from September 23, 2011, up to and through August 29, 2016, who have completed at least one delivery." *See* Memorandum of Points and Authorities in Support of Plaintiffs' renewed Motion for Preliminary Approval of Class Action Settlement

termination as well as claims under the Private Attorney General Act. In addition, the settlement agreement allows Defendant to continue to misclassify class members and deprive them of the benefits and protections of the California Labor Code.

Daniel Marko, and Jesus Corona fall within the class definition in the proposed settlement and filed a class action complaint in Los Angeles Superior Court against the Defendant. The Court should deny approval of this class action settlement for failing every factor of the fairness, adequacy, and reasonable test, and permit Class Members to actually pursue and receive what they are owed and to prevent Defendant from continuing to engage in its illegal practices as explained below.

II. Legal Standard

A trial court may approve a court settlement "only after determining it is fair, adequate, and reasonable." *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742. Trial courts have broad discretion in making this determination. In exercising this discretion, "courts should consider relevant factors, which may include, but are not limited to the strength of the plaintiffs' case, the risk, expense, complexity, and duration of further litigation as a class action, the amount offered in settlement, the extent of discovery completed, and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement." *Id.* at 743. While the Court "should give due regard to what is otherwise a private consensual agreement between the parties . . . . such regard limits its inquiry to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id.*

"It is desirable to have as broad a range of participants in the fairness hearing as possible because of the risk of collusion over attorneys' fees and the terms of settlement generally." *Consumer Cause, Inc. v. Mrs. Gooch's Nat. Food Markets, Inc.*, (2005) 127 Cal. App. 4th 387, 400 (citing *Reynolds v. Beneficial Nat. Bank* (7th Cir.2002) 288 F.3d 277). "Objectors play an important role by giving courts access to information on the settlement's merits" in a context in which class and defense counsel "can be expected to spotlight the proposal's strengths and slight its defects." *Bell Atlantic Corp. v. Bolger* (3d Cir.1993) 2 F.3d 1304, 1310.

III. The Proposed Settlement Agreement

The Proposed Settlement Agreement is vague and misleading. Plaintiffs' counsel declares, multiple times, that the settlement agreement will provide approximately one third of the full damages on the Class Members' meritorious claims. *See* Declaration of Shannon Lissriordan in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement ("Lissriordan Dec."). However, this is unequivocally false. First and foremost, Plaintiffs' counsel seems to be using a figure of five million dollars ($5,000,000) in making these calculations. *See* Lissriordan Dec. ("Multiplying this number by the average IRS rate for mileage reimbursement during the class period (2013-2017), $.56 per mile results in a product of approximately $16,000,000. Thus, the settlement is an amount just under one-third of this potential recovery for the reimbursement claim, based upon the full IRS reimbursement rate.") (footnote omitted). Yet, the actual distribution to Class Members is less than three million and five hundred thousand dollars ($3,500,000) after deducting costs and a whopping one million and two hundred and fifty thousand dollars ($1,250,00), nearly half the amount that will be distributed to the class, for attorneys' fees. *See* Memorandum of Points and Authorities in

Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement at 4 ("Memorandum of P&A").

In addition, the Proposed Settlement Agreement is very unclear as to how this $3.5 million will be distributed among the individual Class Members. The Proposed Settlement Agreement states, in relevant part, "The amount of each Responding Settlement Class Member's First Individual Settlement Payment will be distributed from the First Settlement Payment Fund and calculated in proportion to DoorDash's best estimate of each Responding Settlement Class Member's Delivery Miles, as determined from the Class Information provided to the Settlement Administrator by DoorDash." *See* Amended Class Action Settlement Agreement and Release at ¶5.6 ("Settlement Agreement"). This distribution does not state but seems to be allocated to each individual in accordance with the proportion of the miles that the individual drove in relation to the total miles driven by *all* class members during the class period while working for DoorDash, including those that did not respond to the settlement agreement. Therefore, for example, Mr. Corona who drove approximately 15,000 "delivery miles" and a total of 20,000 miles, while working for DoorDash, would receive his amount of the $3.47 million (after both distributions which may not occur until four years after the agreement is executed) in proportion of 15,000/28,850,000 or about $1,800. *See* Declaration of Jesus Corona. If any of Class Member fails to make a claim, then that money gets redistributed to the Members of the Class as a windfall to the detriment of the Absent Class Members. *See* Settlement Agreement at ¶5.7. With take rates usually being less than ten percent, this means that ten percent of the Class, including the Class Representatives, will receive the funds owed to ninety percent of the Class who receive nothing. *See* Valdez v. Neil Jones Food Company 2015 WL 11109826 at *2.

In addition, the Proposed Settlement Agreement purports to provide Non-Monetary Relief to members of the Class as well. *See* Memorandum of P&A at 3-4. However, what Plaintiffs' counsel conveniently excludes from its Memorandum of Points and Authorities is that this Non-Monetary "Relief" could end before it even starts. In relevant part, the Proposed Settlement Agreement states, "... the Parties agree that the foregoing non-monetary terms shall expire upon the earliest of the following dates: (i) three (3) after the Effective Date; or (ii) the date upon which there are any changes to any applicable statute, regulation, or other law that DoorDash reasonably believes would require a modification to this term to comply with the applicable statute, regulation, or law." *See* Settlement Agreement at ¶4.9. In other words, the non-monetary relief could evaporate the day after it is implemented and in no case will exceed three years.

IV. Legal Argument

Objectors bring this objection because of the extremely limited amount and form of relief and the fact that this Proposed Settlement Agreement is unfair, unreasonable and inadequate as to the class.

A. There is No Presumption of Fairness in This Case

Counsel for Plaintiffs incorrectly assert that there is a presumption of fairness in this case. *See* Memorandum of P&A at 11. "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk v. Ford Motor Company*, 48 Cal.App.4th 1794, 1802 (internal citations omitted). However, as the California Court of Appeals makes clear in *Kullar v. Foot Locker Retail Inc.*, 168 Cal.App.4th 116 (2008), a presumption of fairness does not exist

when there is an insufficient "investigation and discovery to allow counsel or the court to act intelligently," as is the case here. *See Id.* at 128.

Plaintiffs and Defendant have conducted no formal discovery and only focused on a single cause of action for failure to provide reimbursement in violation of California Labor Code Section 2802. In Plaintiffs counsel's declaration in support of their motion for preliminary approval of the class action settlement, Plaintiffs' counsel only provides a valuation for this single claim and the derivative claim of failure to provide accurate pay statements in violation of California Labor Code Section 226. *See* Lissriordan Dec. Plaintiffs' counsel makes scarce mention of any other legal claim, yet the settlement agreement waives every one of them. As Plaintiffs' counsel states, "[i]n exchange for these payments, Class Members who do not opt out agree to release ***all claims based on or reasonably related to the misclassification-based claims in this action***." *See* Memorandum of P&A (citing Paragraph 2.35 of Amended Class Action Settlement Agreement and Release) (emphasis added). The only discovery evidenced by the record seems to have been conducted have been informal exchanges surrounding mileage. *See* Lissriordan Dec.

However, willful misclassification of individuals as independent contractors deprive these individuals of many other protections from the California Labor Code. As an independent contractor and employer need not provide its workers overtime wages, regular wages, minimum wages, or meal or rest breaks. Derivatively, they are denied access to accurate pay statements, and are likewise derivatively denied all wages at the time of termination of their employment. As alleged in the Objectors' complaint, Defendant willfully misclassified its employees in order to deprive them of *all* of these protections. *Marko et. al. v. DoorDash, Inc. et. al.*, Los Angeles Superior Court Case No. BC 659841. Each violation provides damages, which Plaintiffs and

Defendant fail to consider in their settlement agreement. *See e.g. Stokes v. Interline Brands, Inc.* 2014 WL 5826335 ("Another defect is the failure to explain why the class is taking a substantial hit on potential recovery, and why a fund amounting to ***only approximately 51% of the lost reimbursements*** is a reasonable outcome. *See In re Tableware Antitrust Litig.*, 484 F.Supp.2d at 1080 (settlement amount must fall within the range of the reasonable determined by plaintiffs' expected recovery balanced against the value of the settlement offer.'")) (emphasis added).

The only thing that Plaintiffs' counsel states in regards to the additional claims is, "I have also assessed the value of other claims released in this settlement and believe those claims have nominal value on a classwide basis." *See* Lissriordan Dec. at 7. However, Plaintiffs provide no briefing nor any record in which the court may evaluate these claims. *See* Vaquero v. Ashley Furniture Indus., Inc. 2013 WL 12172124 at *9 ("In any event, Courts adjudicating California wage and hour claims are encouraged to 'use a variety of methods to enable individual claims that might otherwise go unpursued to be vindicated, and to avoid windfalls to defendants that harm many in small amounts rather than a few in large amounts[,] [such as] [r]epresentative testimony, surveys, and statistical analysis all are available as tools to render manageable determinations of the extent of liability.' *Brinker Restaurant Corp.*, 273 P.3d at 546.)" Further, as the Court of Appeals explains in *Kullar*, "[No case] suggests that the court may determine the adequacy of a class action settlement without independently satisfying itself that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the ***particular*** litigation. " (emphasis added). *Kullar v. FootLocker Retail, Inc.* 168 Cal.App.4th 116, 129 (2008). Furthermore, "[c]lass action settlements should be scrutinized more carefully if there has been no adversary certification. *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 240 (2001) (internal citation

omitted)(internal quotations omitted). The additional scrutiny "reflects concerns that the absent class members, whose rights may not have been considered by the negotiating parties, be adequately protected against fraud and collusion." *Id.*

For example, as Mr. Corona declares, in addition to having to pay for gas and the deprecation on his vehicle while working for the Defendant, in order to work for the Defendant, Mr. Corona had to pay for a vehicle, a cellphone, a data plan, and mileage expenses so that his out of pocket expenses comes out to approximately $35.77-49.77 per day. *See* Corona Decl. However, because the Defendant never reimbursed him for any of this nor was he paid for time that he would wait for a new order, time that he had to wait for a restaurant or client, or for any other down time or overtime, Mr. Corona would love money working for Defendant. *See Id.* This, despite Mr. Corona working over eight hours a day, seven days a week, with no meal breaks or rest breaks *for the benefit of the Defendant. See Id.* And this is but one of thousands of examples, because Mr. Corona's experiences are the MO of a Dasher's employment.

Yet, in this case, Plaintiffs and Defendant fail to even put on record evidence of the most essential feature of any misclassification case—the time and amount that Class Members were under the direction, control and supervision of Defendant. In so doing, Plaintiffs' and Defendant have failed to consider Defendant's willful failure to provide all overtime wages, regular wages, and even an amount that approaches basic minimum wages due and owing them upon separation from employment, which results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore members of the Class who have separated from employment are entitled to compensation pursuant to California Labor Code § 203. Further, members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper meal periods were not provided and one (1) hour of compensation at their regular

hourly rate for each workday that the proper meal periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. In addition, Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages. All members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided and one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. Plaintiffs and Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover. Because the expenses a Dasher incurs nearly equal their wages, Dashers don't earn anything close to minimum wages, and are legally entitled to not just wages, but also liquidated damages pursuant to Labor Code § 1194.2.

Defendant has failed to produce documents evidencing the amount of these damages, and Plaintiff's counsel have failed to request them. However, given the class size of 33,744 potential Class Members, these damages if litigated and found successful would be in the tens, if not hundreds of millions. Plaintiffs and Defendant have no reason to exclude these damages from their calculations as their viable claims that derive from Defendant's willful

misclassification of its employees. Plaintiffs and Defendant have failed to conduct any discovery on these claims and approval of Class Settlement in this matter is *premature at best*. This conclusion is strongly supported by the binding precedent established by *Kullar*.

In *Kullar*, objectors brought their claim under the exclusion of the single cause of action of missed meal breaks. As the court explained:

> "[A]bsolutely no discovery was conducted with respect to the claim that class members were not provided meal periods to which they were entitled. No declarations were filed in support of the settlement indicating the nature of the investigation that had been conducted to determine the number of employees that had allegedly denied meal breaks, the frequency with which the denials had occurred, or the circumstances surrounding those denials, and no analysis was provided of the factual or legal issues that required resolution to determine the extent of any one-hour-pay penalties to which class members may have been entitled. No time records were produced in discovery nor was the court presented any estimated quantification of the number of one-hour-pay penalties that might be due or any explanation of the factors that were considered in discounting the potential recovery for the settlement...
>
> *See Kullar v. FootLocker Retail, Inc.* 168 Cal.App.4th 116, 128.

In *Kullar* the exclusion of the settlement was of a single cause of action. In this case, there are at least eight.

In addition, there is a strong presumption that this was not a negotiation done at arm's length due the clear sailing provision. *See* Amended Class Action Settlement Agreement and Release at 21. A clear sailing provision in a settlement agreement is a red flag signaling collusion that deserves heightened scrutiny. *In re Bluetooth*, 654 F.3d at 935 (9th Cir. 2011). While there is no absolute prohibition on clear sailing agreements in California, they trigger an additional need for the Court to review the reasonableness of the fee award to safeguard against the possibility of collusion. *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 553. The Settlement Agreement in this matter has a "clear sailing" provision permitting Plaintiffs to apply for up to $1,250,000 in fees and costs without opposition. *See* Amended Class Action Settlement

Agreement and Release at 21. When taken in combination with the lack of actual value being provided to the Class, the reversionary settlement fund, and the lack of investigation and vitiation of the full scope of the Class's claims, the Settlement Agreement is clearly the result of collusion and should be denied.[2]

B. Class Members Are Being Stripped of Their Right to Pursue Public Injunctive Relief in Violation of Public Policy

Even with a presumption of fairness, as mentioned above, the court must still assess the claims of the particular litigation. *See Kullar v. FootLocker Retail, Inc.* 168 Cal.App.4th 116, 129. Further, as already stated, absolutely no discovery or legal analysis was done on the actual strength of the case. The single point mentioned by Plaintiffs' counsel that may apply to the other claims is what counsel for Plaintiffs calls, "[c]hief among the risks," and this is that Plaintiffs would be compelled to arbitration. *See* Lissriordan Dec. at 2. However, this risk is being overstated.

The strong presumption in favor of arbitration "does not confer a right to compel arbitration of any dispute at any time." *Volt Info. Sciences, Inc. v. Bd. of Trustees of Leland Stanford Jr. Univ.*, 489 U.S. 468, 476 (1989). "[A]rbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." *AT&T Technologies, Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 648 (1986). Arbitration agreements may be invalidated by "generally applicable contract defenses, such as fraud, duress,

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[2] The Parties will likely claim that the negotiations were made through a neutral arbitrator, however, this is does little to anything to prevent collusion. As the court stated in *Kakani v. Oracle Corporation*, 2007 WL 1793774 at *11,, "[i]t is also no answer to say that a private mediator helped frame the proposal. Such a mediator is paid to help the immediate parties reach a deal. Mediators do not adjudicate the merits. They are masters in the art of what is negotiable. It matters little to the mediator whether a deal is collusive as long as a deal is reached. Such a mediator has no fiduciary duty to anyone, much less those not at the table. Plaintiffs' counsel has the fiduciary duty. It cannot be delegated to a private mediator."

or unconscionability." *AT&T Mobility v. Concepcion*, 131 S. Ct. 1740, 1746 (2011). Congress's "purpose" in enacting the FAA "was to make arbitration agreements as enforceable as other contracts, *but not more so*." *Prima Paint v. Flood & Conklin*, 388 U.S. 395, 404, fn. 12 (1967).

On April 6, 2017 in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), the California Supreme Court ruled that any contract that waives the statutory remedy of public injunctive relief. Yet, in this case the arbitration agreement purports to do just this. The arbitration agreement that was issued by Defendant to its employees states in relevant part, "Contractor and Company agree that final and binding arbitration will be the ***exclusive means*** of resolving ***any*** dispute between Contractor and Company." *See* Exhibit B of Lissriordan Dec. (emphasis added). The plain language of this agreement includes the requirement to arbitrate statutory remedies of public injunctive relief. Therefore, there is strong, binding case law to support that the arbitration agreement in this case is unenforceable according to California contract law.

As the California Supreme Court explained:

> "Civil Code section 3513 provides: "Any one may waive the advantage of a law intended solely for his benefit. But a law established for a public reason cannot be contravened by a private agreement." Consistent with this provision, we have explained that "a party may waive a statutory provision if a statute does not prohibit doing so [citation], the statute's 'public benefit ... is merely incidental to [its] primary purpose' [citation], and 'waiver does not seriously compromise any public purpose that [the statute was] intended to serve' [citation]." (*DeBerard Properties, Ltd. v. Lim* (1999) 20 Cal.4th 659, 668-669, 85 Cal.Rptr.2d 292, 976 P.2d 843.) By definition, the public injunctive relief available under the UCL, the CLRA, and the false advertising law, as discussed in *Broughton* and *Cruz*, is primarily "for the benefit of the general public." (*Broughton*, *supra*, 21 Cal.4th at p. 1082, 90 Cal.Rptr.2d 334, 988 P.2d 67; see *Cruz*, *supra*, 30 Cal.4th at p. 315, 133 Cal.Rptr.2d 58, 66 P.3d 1157.) . . . Accordingly, the waiver in a predispute arbitration agreement of the right to seek public injunctive relief under these statutes would seriously compromise the public purposes the statutes were intended to serve. Thus, insofar as the arbitration provision here purports to waive McGill's right to request in any forum such public injunctive relief, it is invalid and unenforceable under California law.
> *McGill v. Citibank, N.A.*, 2 Cal. 5th at 961.

It further reiterated that Cal. Civ. C. § 3513 is a generally applicable contract defense and is a ground under California law for revoking any contract, not just arbitration clauses. *Id.* at 961-962 (citing *Little v. Auto Stiegler, Inc.*, 29 Cal.4th 1064, 1079 (2003)). Thus, as a matter of California law, it is illegal for a company to attempt to contract away rights to seek public injunctive relief, which is exactly what Defendant's Contract in this matter seeks to do.

To add insult to injury, in exchange for waiving such an important right as determined by the California Supreme Court, the proposed Settlement Agreement in this case provides absolutely no non-monetary, injunctive relief to the members of the class. Plaintiffs' counsel boasts six distinct forms of non-monetary "relief" in her Memorandum of P&A, however Plaintiffs' counsel fails to mention that this non-monetary relief expires within three years *at the most*. *See* Memorandum of P&A at 3-4 and Settlement Agreement at 22. In addition, the non-monetary relief has nothing to do with any of the misclassification injuries to the members of the class, including wages, breaks, supervision and, yes, *even the issue of reimbursement*. As a result, if the settlement were to be approved today, the agreement would have absolutely no effect on the practices and policies that underlie the claims of the class members, and the Defendant would be able to continue to engage in the same illegal business practices as if nothing has happened. This is a slap in the face to not only the Class Members but to Wage and Hour Law generally, which is intended to have a deterrent effect. *See* La Parne v. Monex Deposit Co. 2010 WL 4916606 at *4 ("Congress intended the FLSA to have a deterrent effect. *See Brooklyn Savings Bank v. O'Neil*, 324 U.S. 697, 710, 65 S.Ct. 895, 89 L.Ed. 1296 (1945) (citing the statute's deterrent effect as grounds for invalidating a release of FLSA liablity signed by an employee).")

C. Class Members Are Being Stripped of Their Right to Pursue Public Claims Under the Private Attorney General Act in Violation of Public Policy

The right to bring a claim for public injunctive relief is only one of the rights to obtain relief on behalf of members of the general public that will be taken from the class if settlement were granted in this case. The proposed settlement agreement states in relevant part, "...notwithstanding the submission of a timely and proper request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Final Judgment pursuant to Arias v. Superior Court, 46 Cal. 4th 969 (2009) as requests for exclusion do not apply to the PAGA Claims, and further affirms that the LWDA's claims for civil penalties pursuant to PAGA are also extinguished." *See* Amended Class Action Settlement Agreement and Release at 17. Such a binding provision, which waives an important right *even for those members of the class who opt out and want nothing to do with the settlement*, requires the strictest scrutiny and consideration in order to determine that it is reasonable and fair.

Plaintiffs' counsel attempts to take away such a right from class members and the State of California for the tiniest fraction of the damages that could be obtained under Private Attorney General Act. Despite the estimated sixteen million dollars in damages for lack of reimbursement and with no consideration for any of the other causes of action, as mentioned above, nor the PAGA penalties imposed for these violations (which alone would be calculated at a figure greater than the $5 million settlement sum), the proposed settlement agreement seeks to wipe out all potential claims from any employee or the state for only one hundred thousand dollars—seventy five thousand to the state and twenty five thousand to the class. That is less than a

fraction of a tenth of a percent of the full amount that could be recovered if actually litigated, and the risk to Plaintiffs does not justify such a lowball settlement. *See Id.* at 10.

The California Supreme Court has already held that claims under PAGA cannot be compelled to arbitration for similar reasons as those mentioned in regards to public injunctive relief above. *See Iskanian v. CLC Transp. Los Angeles, LLC* 59 Cal.4th 348. In *Iskanian*, the California Supreme court held, "[s]imply put, a PAGA claim lies outside the FAA's coverage because it is not a dispute between an employer and an employee arising out of their contractual relationship... Of course, any employee is free to forgo the option of pursing a PAGA action. But it is against public policy for an employment agreement to deprive employees of this option altogether." *Id.* at 387. Similarly, in this case, such a deprivation for the amount being offered, which is binding on those that opt out of the settlement agreement, is against public policy.

The Northern District of California has already denied a class action settlement sought by counsel for Plaintiff for this exact reason. As stated by the Honorable Judge Edward M. Chen in *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110 (2016), "[i]ndeed, while at the low end of reasonable recovery, the Court would be inclined, after weighing the Hanlon factors, to find the consideration afforded by the settlement to be adequate for release of the non-PAGA claims. However, the parties' inclusion of waiver of PAGA claims as part of the settlement considerably alters the Court's assessment of the fairness and adequacy of the settlement as a whole." *Id.* at 1132. Specifically, the Honorable Judge stated:

> It is important to note that where plaintiffs bring a PAGA representative claim, they take on a special responsibility to their fellow aggrieved workers who are effectively bound by any judgment. See *Iskanian*, 59 Cal.4th at 381, 173 Cal.Rptr.3d 289, 327 P.3d 129 ("When a government agency is authorized to bring an action on behalf of an individual or in the public interest, and a private person lacks an independent legal right to bring the action, a person who is not a party but who is represented by the agency is bound by the judgment as through the person were a party"). Such a plaintiff also owes responsibility to the public at

large; they act, as the statute's name suggests, as a private attorney general, and 75% of the penalties go to the LWDA "for enforcement of labor laws ... and for education of employers and employees about their rights and responsibilities under this code." *Cal. Lab. Code § 2699(i)*. This duty imposed upon the PAGA representative is especially significant given that PAGA does not require class action procedures, such as notice and opt-out rights. The Court must be cognizant of the risk that despite this responsibility, there may be a temptation to include a PAGA claim in a lawsuit to be used merely as a bargaining chip, wherein the rights of individuals who may not even be members of the class and the public may be waived for little additional consideration in order to induce the employer to agree to a settlement with the class...

Here, the Court cannot find that the PAGA settlement is fair and adequate in view of the purposes and policies of the statute. Plaintiffs propose settling PAGA for only 0.1% of the potential verdict value, a reduction that the LWDA has found has no rational basis. This 99.9% reduction does not adequately reflect the parties' respective risks, particularly when the PAGA claim would not be subject to the same arbitration risk that this Court has found justifies in part the 90% discount in the verdict value of the non-PAGA claims. Instead, the risks at issue rest primarily on the merits of drivers' labor codes claims and the discretionary reduction of statutory penalties, not on the risk of compelled arbitration. However, as discussed above, those risks are not limited to Plaintiffs; [the Defendant] also takes on a significant risk that should a representative PAGA claim be litigated and adjudicated, it could lose on this question (especially given that this Court has found a presumption of employee status, see March 11, 2015 Summary Judgment Ord. at 15), and such an adverse judgment would carry not only a direct monetary penalty, but potentially could affect other litigation including arbitrations. Instead of adequately considering these risks to [the Defendant] and the full value of the PAGA claim, in settling the PAGA claim herein, Plaintiffs appear to treat the PAGA claim simply as a bargaining chip in obtaining a global settlement for [the Defendant]'s benefit, even though the PAGA claim alone is worth more than half of the full verdict value of all claims being released... Given the sweeping consequences of the proposed PAGA waiver, viewed in the context of a relatively modest settlement of the non-PAGA claims, the Settlement Agreement is not as a whole is fair, adequate and reasonable.
Id. at 1134-35.

According to Plaintiffs' counsel, "...Class Members' aggregate miles driven for DoorDash while 'on delivery' is 28,850,000 miles. Multiplying this number by the average IRS rate for mileage reimbursement during the class period (2013-2017), $.56 per mile results in a product of approximately $16,000,000." *See* Lissriordan Dec. at 4. The settlement agreement purports to provide approximately one fifth of this amount without even considering all the miles

driven by the class members while they were not logged into the app, but were still on duty working for Defendant, nor any of the other claims as explained above. As Plaintiffs' counsel states, this is only the mileage from when Class Members were "on delivery." However, had Defendant properly classified Class Members as employees, then Defendant would be required to pay for all the time that Class Members were in the control of Defendant, including time that Class Members were on-call and travel time as well, which were not included in Plaintiffs' calculations. *See* Berry v. County of Sonoma 30 F.3d 1174, 1180 (9th Cir. 1994). This would significantly increase the amount of reimbursement required well above the sixteen million number Plaintiffs' claim without even considering the penalties by PAGA, which could easily exceed this number on their own. Moreover, no weight was given to cell phone expenses, even though having a smart phone is a requirement to work for DoorDash.

Plaintiffs' counsel seeks to try their luck once again to use the rights of class members in order to obtain a settlement and quickly get attorneys' fees in their pocket with little rationale and after having already been denied. Consequently, this Court should deny the proposed settlement in its entirety as being unfair, unreasonable, and inadequate.

D. The Amount of Fees Is Disproportionate To The Class Recovery

In examining the fee allocation, the Court examines the recovery for the Class as compared to the recovery for the attorneys. As noted above, the actual recovery for the Class in this matter is minimal, while the recovery for Plaintiffs' attorneys is excessive. Plaintiffs' counsel is requesting fees of $1,250,000.00 cash (almost half of what is being distributed to the class) having engaged in little discovery or motion practice. It is dubious that Plaintiffs' counsel's lodestar would represent even a tenth of this amount, since all they did was oppose a motion to compel arbitration, which they lost, and then go to a mediation. This is inequitable,

inappropriate, and collusive for a Classwide settlement. Accordingly, the settlement agreement should be deemed unfair and be denied approval.

E. Absent Class Members Are Being Taken Advantage of So That The Class Representatives Can Line Their Pockets

Plaintiffs' counsel is not the only one skirting their duties to the Class, the same is being done by the named Plaintiffs' that they represent. As explained above, the take rate of a Claims Based Settlement is usually less than ten percent. *See* Valdez v. Neil Jones Food Company 2015 WL 11109826 at *2. As a result if the reversion of unclaimed funds the Class Representatives will likely receive ten times the amount initially claimed and purported to be a fair amount as to *all class members* in addition to their incentive awards, while absent class members will receive nothing. *See* Stokes v. Interline Brands, Inc. at 2014 WL 5826335 at *5-6 ("Another red flag is the oversized payment requested for the named plaintiff []...The request for a big side payment to [Plaintiff], taken with the other defects in the proposed settlement, again raises strong concern about the fairness and reasonableness of this agreement.")

The poor treatment of absent class members in a settlement agreement similar to the one in this case was made pointedly by the California District Court of the Northern District of California in *Kakani v. Oracle Corporation*, 2007 WL 1793774. In *Kakani*, the honorable court stated:

> Throughout the United States, all affected workers' rights to recover all unpaid wages under state or federal law or regulation would be completely extinguished by the proposal. *This would be true whether or not a worker ultimately files a settlement claim or whether or not the notice letter is even mailed to a wrong address or whether or not the worker even receives actual notice of the proposed settlement.* In place of these rights, the proposal would substitute a fleeting opportunity to file a claim for money. Workers who fail to receive the notice (due to changes in address or other delivery problems) or who put it aside unread due to the press of other matters or who simply do not prepare and file a claim on the

tight timetable in the notice would lose all rights. Even those who might trouble themselves to file a claim form would not receive all that they deserve, if the operative complaint is accepted, but only a fraction thereof.

Such a scheme would be a bonanza for the company. With a single stroke, the company would wipe the slate clean of *all* its wage-and-hour liabilities for *all* affected workers nationwide, not just for overtime claims in California... [T]he release is not imposed on a "claims-made" basis. Far from it. All workers' rights nationwide would be obliterated even if only a few submit claims...

Without doubt, the main losers under this proposal would be those absent class members who wind up not submitting a timely claim and/or who never receive a notice letter in the first place. All of their rights to seek unpaid wages individually (or through representative actions in other states) would be erased totally...

In sum, the fundamental substance of this proposal is so unfair to absent class members that it cannot pass even the threshold of plausibility required for even preliminary approval under Rule 23. For *all* workers, *all* wage-and-hour rights under federal and various state laws and statutory limitations periods, including the various local laws where they reside, would be extinguished and replaced by a fleeting opportunity to prepare and to deliver a claim on a compressed schedule. Workers would be saddled as well with a covenant not to sue that would bar all suits, expressly even *existing* lawsuits pending elsewhere in the country [citation omitted]. The chance that notice by mail would really reach all workers is very remote, especially since many are *former* workers and have scattered to the winds, yet the release would be absolute and universal. From practical experience, the Court is confident that a significant proportion of all workers would not submit timely claims. No doubt, this is what the company is counting on to reduce its exposure. No doubt, this is also why counsel want a fee based on the theoretical maximum payout rather than the actual benefit conferred.

Precisely the same benefit could have been conferred by making the release coextensive with [the Defendant]'s liability, *i.e.*, all those who receive money under the settlement would release their claims-those who do not submit would lose no rights...

While it is true that workers who dislike the proposal could opt out, this does not absolve the Court from its independent duty to vet the proposal. Nor does the fact that workers would have the right to submit objections. It is worth reminding ourselves that few ever opt out or object. Those who file claim forms do not appreciate the questions of substance and fairness that will suggest themselves to a district judge...

See Id. at *5-6, 11 (footnotes omitted).

Here, *there is absolutely* no reason that Defendant cannot automatically pay the class members who do not make claims. Defendant unquestionably has these Class Members' full contact information, including their mailing addresses, social security numbers, and maybe even their direct deposit information. Even if Defendant does not have perfect information, reputable Claims Administrators can easily use what information Defendant does have to accurately reach 95% or more of the Class Members with a mailed Settlement Check. Class Counsel should be very familiar with this process, and should have negotiated for it as a mandatory component of the Settlement. Claims-made settlements are not appropriate when the parties know the identities of 100% of the Class Members and have all the tools to reach them.

This is evidence that the Class Representatives only have their own interests in mind and are skirting their obligations to the class when proposing this settlement. *See* Hayes v. Arthur Young & Co. 1994 WL 463493 at *7 ("Distributing the unclaimed funds pro rata would thus give the claiming class members a windfall; it might also encourage the bringing of class actions likely to result in large uncollected damage pools and create conflicts of interest between named plaintiffs and other class members.") (citing Van Gemert v. Boeing Co., 553 F.2d 812, which states "(T)his method expressly contemplates that silent class members will not receive any compensation, even indirectly. The claims of the silent class members would be expropriated and a windfall will result for those who appeared and collected their share of the damages. Consequently, this procedure might encourage the bringing of class actions likely to result in large uncollected damage pools. It also raises serious questions as to the adequacy of representation where the interests of the named plaintiffs lie in keeping the other class members uninformed. In sum, the deficiencies of this method of distribution make it a generally unacceptable alternative. (Footnote omitted)." at 815-16.)

V. Conclusion

The Court should reject final approval of the settlement for failing every factor of the fairness, adequacy, and reasonable test, and permit Class Members to actually pursue and receive recovery, instead of Plaintiff's counsel cashing in on the rights of the members of the Class. Plaintiffs' counsel has failed to pursue obtaining actual relief for the Class, and should not be permitted to trade away the Class's rights for fees and costs.

Dated: September 5, 2017

By: _____

Todd M. Friedman
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
Attorney for Objectors

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DANIEL MARKO and JESUS CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CYNTHIA MARCIANO, Plaintiff, -vs- DOORDASH, INC., Defendant.	**CASE NO.: CGC-15-548101 (*Marciano*)** **CASE NO.: CGC-15-548102 (*Kissner*)** **DECLARATION OF JESUS CORONA IN SUPPORT OF OBJECTION TO CLASS SETTLEMENT**
EVAN KISSNER, Plaintiff, -vs- DOORDASH, INC., Defendants.	**Date: September 13, 2017** **Time: 9:30 am** **Department 302** **Judge: Hon. Harold Kahn**

DECLARATION OF JESUS CORONA

I, JESUS CORONA, declare as follows:

1. I fall within the class definition in the proposed settlement in this case as an individual in California classified by DoorDash, Inc. ("DoorDash") as an independent contractor who used the DoorDash mobile application to offer delivery services to customers from around August of 2016 to the present, who has completed at least one delivery;

2. I am being represented by the Law Offices of Todd M. Friedman, P.C. in this matter as well as the matter *Marko et. al. v. DoorDash, Inc. et. al.*, Los Angeles Superior Court Case No. BC 659841, in which I am one of the named Plaintiffs in a Wage and Hour Class action against the Defendant.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth in this herein and, if called upon as a witness, could and would competently testify thereto if called upon to do so as a witness.

4. I understand that, as a member of the class, I have certain duties and responsibilities to the class and believe that the objection filed on my behalf in this case adequately represents the interests of other members of the class who did not file objections.

5. During the entire course of my employment, I was classified by the company as an independent contractor.

6. Before I began working for the defendant I had to sign the required documents laid out by the Defendant. No negotiations or changes were made to the documents presented to my by DoorDash.

7. In order to work for DoorDash, I was required to have a cell phone with a large amount of memory, a data plan, and the ability to use applications. For the cell phone I have to pay around $700 at $33 per month for 24 months. In addition, my telephone service plan which allows me to use data costs around $200 per month.

8. I was required to pay for my own vehicle and all expenses incurred while driving for DoorDash. This included mileage, depreciation on the vehicle, gasoline, etc. The vehicle that I drive for DoorDash is a 2016 Honda Accord, which costs me approximately $400 per month. My vehicle gets approximately 23 to 24 miles per gallon, and I drive approximately 50 to 70 miles per day on average. With gas prices around $2.75 per gallon, I have to pay approximately $5.50 to $8.25 per day on gas.

9. The amount I have to pay out of my own pocket just to work for DoorDash comes out to a total of around $35.77-49.77 per day.

10. The amount that I make varies greatly. I can make $25-$45 on a bad lunch shift and $50-$75 on a good dinner shift so that when I take my expenses into account, there are days where I lose money working for DoorDash.

11. During my time working for DoorDash, I work from approximately eight hours a day, seven days per week on average. Since I have been working for DoorDash approximately twelve months, this amounts to around $12,877.20 to $17,917.20 that I had to pay out of my own pocket just work for DoorDash. DoorDash never reimbursed me for these expenses that I needed to complete the job.

12. During my time working for DoorDash, I never received time to take a meal break when I worked for more than five hours in a day nor was I give any rest breaks. Since I have been working for DoorDash approximately twelve months and work over 5 hours a day almost every day, this is approximately 360 deprived meal breaks and 720 deprived rest breaks.

13. Even though I worked over 56 hours a week, on average, I never received any overtime pay whatsoever. Since I have been working for DoorDash approximately twelve months, this amounts to approximately 768 hours of unpaid overtime.

14. For approximately three hours a day, on average, I did not receive any pay at all for my work, even though I was logged into the app, because Door Dash did not pay Dashers anything for non-productive time. This includes time waiting for orders as well as time waiting for clients.

15. I reviewed the proposed settlement agreement and understand the settlement would give me only partial reimbursement for my expenses. I understand that it will not compensate me for my missed overtime pay, my missed meal and rest breaks, and for the time that I was not paid at all.

16. During my time working for DoorDash, I drove around 18,000 to 25,200 miles. Based on my understanding of the Settlement Agreement, this would entitle me to approximately $1,623.74 to $2,273.24 under the proposed settlement. Yet, when taking into account my out of pocket expenses, my unpaid overtime, my deprived meal and rest breaks, and time that I was not paid at all, I believe I am legally entitled to much more than this amount.

17. This proposed settlement, therefore, fails to compensate me for a fraction of what I am entitled to. However, my biggest worry is that I still work for DoorDash, and proposed the settlement agreement seems to do nothing to prevent DoorDash from continuing to treat me, or other

Dashers, in this way.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on 09/01/2017 at Los Angeles, California.

Jésus Corona
Declarant

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CYNTHIA MARCIANO, Plaintiff, -vs- DOORDASH, INC., Defendant.	**CASE NO.: CGC-15-548101 (*Marciano*)** **CASE NO.: CGC-15-548102 (*Kissner*)** **DECLARATION OF TODD M. FRIEDMAN IN SUPPORT OF OBJECTION TO CLASS SETTLEMENT** **Date: September 13, 2017** **Time: 9:30 am** **Department 302** **Judge: Hon. Harold Kahn**
EVAN KISSNER, Plaintiff, -vs- DOORDASH, INC., Defendants.	

I, Todd M. Friedman, declare:

1. I am an attorney licensed to practice law in the State of California since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011, and am in good standing with the California State Bar, Illinois State Bar, and Pennsylvania State Bar. I am admitted to practice in all state courts in California, Illinois, and Pennsylvania. I am also admitted in the following District Courts in California: 1)

Northern District of California; 2) Southern District of California; 3) Eastern District of California; and 4) Central District of California. I am also admitted in the Central District of Illinois. Finally, I am admitted to practice law in the Ninth Circuit Court of Appeals. I am a principal of the firm The Law Offices of Todd M. Friedman P.C., and counsel for Plaintiff Anne Wolf ("Plaintiff") in the above-captioned action against Defendant Hewlett Packard Company ("Defendant").

2. I have personal knowledge of the following facts and, if called upon as a witness, could and would competently testify thereto, except as to those matters which are explicitly set forth as based upon my information and belief and, as to such matters, I am informed and believe that they are true and correct.

3. I am writing this declaration in support of Daniel Marko and Jesus Corona's Objection to Class Settlement.

EXPERIENCE OF TODD M. FRIEDMAN AND LAW OFFICES OF TODD M. FRIEDMAN

4. As one of the main plaintiff litigators of consumer rights cases in Southern California. I have been requested to and have made regular presentations to community organizations regarding debt collection laws and consumer rights.

5. Since 2002, I have dedicated my practice exclusively to areas of consumer protection with a concentration in the Fair Debt Collection Practices Act (FDCPA), Rosenthal Fair Debt Collection Practices Act (RFDCPA), Lemon Law, Telephone Consumer Protection Act (TCPA), Fair Credit Reporting Act (FCRA), California Invasion of Privacy Act (CIPA), the Truth in Lending Act (TILA), and the Consumer Legal Remedies Act (CLRA). Prior to opening my own practice, I was the managing attorney at a top consumer litigation firm. In August of 2005, I won a trial in the case of *Brunner v. Chrylser* in San Diego County. I

also successfully defended the appeal in the same case. In November of 2005, I argued in front of the Ninth Circuit Court of Appeals. In March of 2006, I won a trial against Mercedes Benz USA in Los Angeles County in the case of *Isip v. Mercedes*. I also successfully defended Mercedes' appeal of the same trial. I also won a trial against Honda in both 2006 and 2007. For approximately the past two years, I have been and/or still am lead or secondary class counsel on more than fifty (50) class action cases. Further, I have taken an active role during the pleadings and discovery stages involving individual and class claims as well as in settlement negotiations and in responding to any dispositive and/or other motions.

6. I have served as plaintiff's counsel in at least the following cases involving various consumer rights and/or wage and hour claims (including class actions claims):

   a. *Vacarro v. I.C. Systems, Inc.*, 12-CV-02371-JAH-NLS (S.D. Cal.);

   b. *Rivera v. Nuvell Credit Company LLC*, 13-CV-00164-TJH-OP (E.D. Cal);

   c. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court);

   d. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.);

   e. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-CAB-WVG (S.D. Cal.);

   f. *Abdejalil v. GE Capital Retail Bank*, 3:12-cv-02078-IEG-RBB (S.D. Cal.);

   g. *Groina v. Doc Prep Solutions*, 3:12-cv-02578-BTM-BGS (S.D. Cal.);

   h. *Alexander v. Manasseh Jordan Ministries*, 3:12-cv-02584-IEG-BLM (S.D. Cal.);

   i. *Neuls v. Dish Network*, 1:13-cv-01181-WJM-KMT (D. CO.);

   j. *Lecesse v. My Financial Gateway*, 3:12-cv-02375-JLS-KSC (S.D. Cal.);

   k. *Auerbach v. Successful Education Online, LLC*, 3:12-cv-05248-JSC (N.D. Cal.);

   l. *Raffin v. E-Choice Healthcare LLC*, 3:12-cv-02517-LAB-BLM (S.D. Cal.);

m. *Olney v. Job.com*, 1:12-cv-01724-LJO-GSA (E.D. Cal.);

n. *Couser v. Legal Shield*, 3:12-cv-02575-LAB-WVG (S.D. Cal.);

o. *Langley v. Homeward Residential*, 2:12-cv-02623-JAM-EFB (E.D. Cal.);

p. *Hunter v. Palisades Collection*, 3:12-cv-02401-JAH-JMA (S.D. Cal.);

q. *Couser v. Worldwide Commerce Associates, LLC*, 3:13-cv-00118-H-BGS (S.D. Cal.);

r. *Tarizzo v. United Agencies, Inc., Et Al.*, CV12-10248 JFW (MRWx) (C.D. Cal.);

s. *Richard Chen v. National Enterprise Systems*, 3:12-cv-05910-JCS (N.D. Cal.);

t. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.);

u. *Willis, Et Al. v. Chase Retail Services, Et Al.*, CV12-10252 DMG (SHx) (C.D. Cal.);

v. *French v. Target*, 0:13-cv-02626 (District of MN);

w. *Williams v. Credit Management, LP*, 5:12-cv-01924-TJH-OP (C.D. Cal.);

x. *Murdock v. Western Dental Services, Inc.*, 3:12-cv-02449-GPC-BLM (S.D. Cal.);

y. *Senesac v. Santander*, 3:12-cv-1193-J-20JRK (M.D. FL.);

z. *Kielbasinski v. American Publishing Co.*, 841 Civil 2012 (Somerset County, PA)

aa. *Friedman, Et Al. v. United American Insurance Company*, 3:12-cv-02837-IEG-BGS (S.D. Cal.);

bb. *Malis v. Saveology.com, LLC*, 2:13-cv-10013-BAF-LJM (E.D. MI.);

cc. *Blotzer v. Vital Recovery Services, Inc.*, 3:13-cv-00119-H-JMA (S.D. Cal.);

dd. *Friedman v. Massage Envy*, 2:13-cv-04607-JAK-FFM (C.D. Cal.);

ee. *Labou v. Cellco Partnership, et al*, 2:13-cv-00844-MCE-EFB (S.D. Cal.);

ff. *Pacleb v. Career Education Corporation*, 2:13-cv-03090-R-FFM (C.D. Cal.);

gg. *McNally v. Commonwealth Financial Systems, Inc. et al*, 3:12-cv-02770-IEG-MDD (S.D. Cal.);

hh. *Franco v. Consumer Portfolio Services, Inc.*, 3:13-cv-01364-EDL (N.D. Cal.);

ii. *Zimmer, Jr. v. 24 Hour Fitness, et al,* NC057484 (L.A. Superior Court);

jj. *Webb v. Healthcare Revenue Recovery Group, LLC,* 3:13-cv-00737-RS (N.D. Cal.);

kk. *Couser v. Central Credit Services, Inc.*, 3:12-cv-02424-LAB-WMC (S.D. Cal.);

ll. *Abdeljalil v. General Electric Capital Corporation,* 12-CV-02078-IEG-RBB (S.D. Cal.);

mm. *Rivera v. Nuvell Credit Company et al,* 5:13-cv-00164-TJH-OP (C.D. Cal.);

nn. *Blotzer v. Dura Medic, LLC,* 2:13-cv-00675-JAK-JCG (C.D. Cal.);

oo. *Foote v. Credit One Bank,* 2:13-cv-00512-MWF-PLA (C.D. Cal.);

pp. *Rodriguez v. Real Time Resolutions,* 3:13-cv-00728-JM-RBB (S.D. Cal.);

qq. *Fox v. Asset Acceptance,* 3:13-CV-00922-DMS-BGS (S.D. Cal.);

rr. *Couser v. Financial Recovery Services, Inc.*, 3:12-cv-02541-CAB-WVG (S.D. Cal.);

ss. *Friedman v. LAC Basketball Club, Inc.,* 2:13-cv-00818-CBM-AN (C.D. Cal.);

tt. *Chen v. Allstate Insurance Company, et al,* 3:13-CV-00685-LB (N.D. Cal.);

uu. *Eubank v Terminix International,* 3:15-cv-00145-WQH-JMA (S.D. Cal.);

vv. *Rowe v Michaels Stores* 15-cv-01592-EJD (N.D. Cal.);

ww. *Hernandez v Chevron* 56-2015-00465135-CU-NP-VTA (Ventura County SC);

xx. *Benotmane v Midway Rent a Car* BC560969 (LASC);

yy. *Payton v Luxe Valet* BC588462 (LASC);

zz. *Kellet, et. al v Uber Technologies,* BC585704 (LASC); and

aaa. *Starks v Geico Indemnity Company*, Case No. CV-15-5771-MWF (PJW)

1. Over the past three years alone, The Law Offices of Todd M. Friedman has served as plaintiff's counsel in at least the following class action cases involving various class actions claims consumer rights claims, where a settlement was reached on a class-wide basis, and have achieved over $75,000,000 in class-wide relief for consumers and employees:

a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-wide settlement of $3 million to $4 million granted final approval);

b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) ($8.475 million class-wide settlement achieved and granted final approval);

c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide settlement of $1.5 million achieved, with final approval granted);

d. *Couser v. Aprla Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.) (common fund class-wide settlement of $400,000 to $750,000, granted final approval);

e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB (S.D. Cal.) (class-wide settlement with common fund of $6.125 million achieved, preliminary approval granted, final approval pending);

f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common fund of $1 million in class-wide relief achieved, granted final approval);

g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.) (class-wide settlement achieved and granted final approval);

h. *Gerich et. al. v. Chase Bank USA et. al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-wide settlement of $34 million, granted final approval);

i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide settlement of $1,188,110, granted final approval of court);

j. *Medeiros v HSBC*, (common fund settlement of between $4.5 million and $6.5 million achieved, preliminary approval granted);

k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-PSG-FFMx (class-wide settlement, preliminary approval granted);

l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS (class-wide settlement in TCPA case, with common fund of $2.5 million to $5

million, with average per class member payment of $500, final approval granted); and

m. *Andrew Roseman v.BGASC, LLC, et. al.*, Case No. EDCV 15-1100-VAP (SPx) (C.D. Cal.) (class-wide relief achieved, final approval granted);

n. *Gayla Sh*elby v. Two Jinn, Inc., Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (Nationwide EFTA class action, final approval granted);

o. *Everado Gonzalez v The Scotts Company,* Case No. BC577875, Consolidated with Case No: BC570350 (LASC) (class-wide settlement of $925,000 in wage and hour class action on behalf of approximately 603 employees achieved, final approval granted)

p. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (class-wide settlement in wage and hour independent contractor misclassification class action, on behalf of 1,600 employees, settled for $2.4 million, preliminary approval granted, final approval pending).

q. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx) (class-wide settlement in TCPA class action, settled for $1.225 million, with preliminary approval pending).

r. *Tahmasian v. Midway Rent A Car, Inc.*, Case No. BC510734 (LASC) (wage and hour class action settled on behalf of approximately 300 employees, preliminary approval pending);

s. *Miler v Pacific Auto Wash Partners,* Case No. 30-2015-00813013-CU-OE-CXC (wage and hour class action, preliminary approval pending);

t. *Anne Wolf v Hewlett Packard Company,* Case No. 5:15-cv-01221-BRO-GJS (C.D. Cal.) (Consumer Legal Remedies Act class action certified on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature, and settled as multi-state class action; preliminary approval pending);

u. *Ross v. Zurrix, LLC*, Case No. (Sacramento SC) Case No. 34-2016-00190874 (False advertising class action against educational course provider on behalf of 791 class members, non-reversionary non-claims made settlement where class members automatically receive approximate 1/3 refund in settlement, preliminary approval granted, final approval pending);

v. *Couser v Dish One Satellite, LLC*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.) (TCPA class action for do not call list violations, settled on class-wide basis, preliminary approval granted, final approval pending);

w. *Couser v Dish One Satellite, LLC*, Case No. RIC 1603185 (Penal Code § 632 class action, settled on class-wide basis, preliminary approval pending);

x. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (wage and hour class action, preliminary approval pending); and

y. *Jeff Eubank v. Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA (S.D. Cal.) (wage and hour PAGA case, final approval pending).

7. My firm has recently obtained Class Certification in the following cases:

a. *Sheena Raffin v Medicredit, Inc.* et. al., Case No. 2:15-cv-04912-MWF-PJW (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and (b)(3) on behalf of approximately 100,000 class members whose calls were recorded without knowledge or consent; potential damages of over $250 million);

b. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-BRO-GJS (C.D. Cal.) (Consumer Legal Remedies Act class action certified on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature);

c. Caldera v. American Medical Collection Association, (C.D. Cal.) Case No. 2:16-cv-00381-CBM-AJW (TCPA class action on behalf of 30,000-100,000 class members, certified by contested motion); and

d. *Alfred Zaklit, et. al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and (b)(3) on behalf of approximately 70,000 class members whose calls were recorded without knowledge or consent; potential damages of over $300 million)

THIS CLASS ACTION SETTLEMENT IS UNFAIR, UNREASONABLE AND INADEQUATE

8. I have reviewed the settlement agreement in this case, and, through my experience, I have come to the conclusion that this agreement is unfair, unreasonable and inadequate on multiple grounds.

9. First, the settlement agreement is vague in that it does not clearly explain how the funds will be distributed to Class Members in proportion to their delivery miles. *See* Amended Class Action Settlement Agreement and Release at ¶5.6 ("Settlement Agreement").

10. Second, the settlement agreement bases its entire valuation of the case on a single cause of action for reimbursement and the derivate cause of action for inaccurate wage statements, when the members of the class are entitled to damages under multiple causes of action, including damages for Defendant DoorDash's ("DoorDash") willful failure to provide all overtime wages, regular wages, minimum wages due and owing them upon separation from employment, meal and rest period, *See* Declaration of Shannon Lissriordan in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement ("Lissriordan Dec."). For these violations, members of the Class who have separated from employment are entitled to compensation pursuant to California Labor Code § 203. Further, members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper meal periods were not provided and one (1) hour of compensation at their regular hourly rate for each workday that the proper meal

periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. In addition, Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages. All members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided and one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. Plaintiffs and Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover. Because the expenses a Dasher incurs nearly equal their wages, Dashers don't earn anything close to minimum wages, and are legally entitled to not just wages, but also liquidated damages pursuant to Labor Code § 1194.2.

11. Third, the valuation of the reimbursement claim relies on only accounts for "delivery miles," which fails to account for all the miles that Class Members drove for DoorDash or all the time that Class Members were under the direction, control or supervision of DoorDash and are owed wages as a result. *See Id.*

12. Fourth, this Class Action Settlement fails to provide any adequate injunctive relief in that the non-monetary relief provided bears no relation to the actual violations that underlie the claims being waived by the Members of the Class and that underlie DoorDash's illegal actions that gave rise to this case. *See* Settlement Agreement at 21-22.

13. Fifth, the Class Action Settlement is overly broad in that it waives Class Members' rights to pursue any and all remedies related to the misclassification based claims. *See* Paragraph 2.35 of Settlement Agreement. That is, the Settlement Agreement would waive all claims, including those claims that are unrelated to reimbursement claim that is the basis of the damage calculation as mentioned above. Further, it would waive all claims to injunctive relief without providing any adequate injunctive relief in return, as mentioned above. Additionally, the Class Action Settlement Agreement waives all rights to bring a claim on behalf of the Labor and Workforce Development Agency.

14. Sixth, the rights of Absent Class Members who never received notice or failed to affirmatively opt out, receive nothing in exchange for waiving all of the rights mentioned above. In exchange, the Class Representatives are receiving a huge windfall that could be easily avoided.

15. Seventh, Plaintiffs' counsel is taking $1,250,000, which is almost half of what is being distributed to the Class, for doing little to no work.

16. Finally, the amount of monetary relief that will be distributed to the class is but a fraction of what the Class is entitled to and the risks of litigation does not warrant such a steep discount, as explained more fully in the next section.

CALCUATION OF DAMAGES

17. The actual monetary relief provided to the Class Members is less than three million and five hundred thousand dollars ($3,500,000) after deducting costs and attorneys' fees. *See*

Memorandum of Points and Authorities in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement at 4 ("Memorandum of P&A").

18. Plaintiffs' counsel estimates that there are a total of 33,744 Class Members, 92% of which worked ten hours or less on the DoorDash platform, and 1% who have spent 30 hours or more each week on the platform. *See Id.* at 8. In addition, Plaintiffs' counsel estimates that these Class Members drove approximately 28,850,000 miles while "on delivery." *See* Lissriordan Dec.

19. The above, represents the entire information about the class that was used in the assessment of damages. However, we can use the information provide by Mr. Corona in order to estimate the additional damages to the Class.

20. Mr. Corona estimates that for approximately three out of eight hours a day on average, he did not receive any pay at all for his work. *See* Declaration of Jesus Corona ("Corona Dec.") A conservative estimate would suggest that approximately 25% of the time driving for DoorDash, such time is not considered "on delivery." Therefore, the actual miles driven by Class Members while working for DoorDash is likely closer to 36,062,500. At the IRS rate provided by Plaintiffs' counsel, this would entitle the members of the Class to $20,195,000 in reimbursement for miles driven while working for DoorDash.

21. In addition, each class member is required to have a smart phone with a service plan that allows the use of data that costs at least $150 per month for the telephone and service plan. *See* Corona Dec. (Corona approximately pays $233 per month for his smart phone and service plan that allows him to use data.) If the Class Members Average 10% of their telephone use on work and 90% for personal use, then this would amount to approximately $15 per month owed to each class member. If each Class Member averaged working for

DoorDash for just one month, then this would entitle the Members of the Class to reimbursement for an additional $506,160.

22. As a result, simply for the reimbursement claim, the members of the Class are owed approximately $20,701,160, yet will only receive $3,470,000, roughly 16.76% of what they are owed for the single reimbursement cause of action.

23. In addition, for DoorDash's additional violations, members of the Class who have separated from employment are entitled to compensation pursuant to California Labor Code § 203. Further, members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper meal periods were not provided and one (1) hour of compensation at their regular hourly rate for each workday that the proper meal periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. In addition, Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages. All members of the Class are entitled to one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided and one (1) hour of compensation at their regular hourly rate for each workday that the proper rest periods were not provided in penalty wages pursuant to California Labor Code § 226.7 and the Wage Order. Plaintiffs and Class Members are further entitled to civil penalties under California Labor Code § 558 as follows: For the initial violation, Fifty Dollars ($50.00) for each pay period for which the employee was

underpaid, in addition to any amount sufficient to recover underpaid wages; and, for each subsequent violation, One Hundred Dollars ($100.00) for each pay period for which the employee was underpaid, in addition to any amount sufficient to recover. Because the expenses a Dasher incurs nearly equal their wages, Dashers don't earn anything close to minimum wages, and are legally entitled to not just wages, but also liquidated damages pursuant to Labor Code § 1194.2

24. Assuming that there is only a single violation of each cause of action per Class Member at a rate of pay of just $10.00 per hour for those who worked approximately 10 hours per week, then each Class Member would be entitled to approximately $725 for DoorDash's additional violations of California's Wage and Hour Law.

25. As a result, the Class is entitled to at least an additional $24,464,400 for DoorDash's non-reimbursement violations of the California Labor Law.

26. Consequently, by the most conservative estimate, the Class Members are entitled to $45,165,560, when the Class Members who make claims will only receive approximately 7.6% of this amount under the Proposed Settlement Agreement.

27. Finally, these calculations do not include the penalties to DoorDash under the Private Attorneys General Act ("PAGA"), which will also be waived under the Proposed Settlement Agreement and by my calculations could very likely exceed the damages already owed to Class Members on the non-PAGA causes of action.

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I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct, and that this declaration was executed September 5, 2017 at Woodland Hills, California.

By_____
Todd M. Friedman

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
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DANIEL MARKO and JESUS CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CYNTHIA MARCIANO, Plaintiff, -vs- DOORDASH, INC., Defendant.	**CASE NO.: CGC-15-548101 (*Marciano*)** **CASE NO.: CGC-15-548102 (*Kissner*)** **DECLARATION OF DANIEL MARKO IN SUPPORT OF OBJECTION TO CLASS SETTLEMENT**
EVAN KISSNER, Plaintiff, -vs- DOORDASH, INC., Defendants.	**Date:** **Time:** **Department 302** **Judge: Hon. Harold Kahn**

DECLARATION OF DANIEL MARKO

I, DANIEL MARKO, declare as follows:

1. I fall within the class definition in the proposed settlement in this case as an individual in California classified by DoorDash. Inc. ("DoorDash") as an independent contractor who used the DoorDash mobile application to offer delivery services to customers within the period of September 23. 2011 through August 29, 2016 who has completed at least one delivery;

2. I am being represented by the Law Offices of Todd M. Friedman, P.C. in this matter as well as the matter *Marko et. al. v. DoorDash, Inc. et. al.*, Los Angeles Superior Court Case No. BC 659841, in which I am one of the named Plaintiffs in a Wage and Hour Class action against the Defendant.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth in this herein and, if called upon as a witness, could and would competently testify thereto if called upon to do so as a witness.

4. I understand that, as a member of the class, I have certain duties and responsibilities to the class and believe that the objection filed on my behalf in this case adequately represents the interests of other members of the class who did not file objections.

5. During the entire course of my employment, I was classified by the company as an independent contractor.

6. Before I began working for the defendant I had to sign the required documents laid out by the Defendant. No negotiations or changes were made to the documents presented to my by DoorDash

7. In order to work for DoorDash, I was required to have a cell phone with a large amount of memory, a data plan, and the ability to use applications. For the cellular telephone I paid around $800. In addition my telephone service plan which allows me to use data costs around $150 per month.

8. I was required to pay for my own vehicle and all expenses incurred while driving for DoorDash. This included mileage, depreciation on the vehicle, gasoline, etc. This included mileage, depreciation on the vehicle, gasoline, etc. The vehicle that I drive for DoorDash is a Honda Civic, which costs me approximately $431 per month. I drive approximately 80 miles per day on average, having to pay for all of my gasoline out of my pocket. After these expenses were taken into account, I am lucky to make a $1 profit per hour after working for the Defendant. .

9. During my time working for DoorDash, I would work around 5 hours a day and 5 days per week on average.

10. During my time working for DoorDash, I never received time to take a meal break when I worked for more than five hours in a day nor was I give any rest breaks.

11. For approximately 1.5 hours a day, on average, I did not receive any pay at all for my work, even though I was logged into the app, because Door Dash did not pay Dashers anything for non-productive time. This includes time waiting for orders as well as time waiting for clients.

12. The proposed settlement fails to take into account that DoorDash mistreated me by not giving me meal and rest breaks and failing to pay me for twenty five percent of the time that I was working for DoorDash and allows DoorDash to continue to treat its employees in this way. As a result, I feel that this settlement agreement is unfair and unreasonable.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on 9/3/17 at Westhills, California.

DANIEL MARKO
Declarant

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business Address is 21550 Oxnard St., Suite 780, Woodland Hills, CA 91367.

On September 5, 2017, I served the following document(s) described as: **OBJECTORS DANIEL MARKO AND JESUS CORONA'S OBJECTION TO CLASS SETTLEMENT,, DECLARATION BY TODD M. FRIEDMAN, DECLARATION BY JESUS CORONA, AND DECLARATION BY DANIEL MARKO** on all interested parties in this action by placing:

[X] a true copy

[X] BY CERTIFIED MAIL (1013 a, 2015.5 CCP)

[ ] I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid.

[X] I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Woodland Hills, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

To:

Marciano, et al. v. DoorDash, Inc.
Settlement Administrator c/o GCG
P.O. Box 10452
Dublin, OH 43017-4052

[X] STATE – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 5, 2017, at Woodland Hills, California.

By: _____
Yoel S. Hanohov

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT G

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

PATRICK COTTER, ALEJANDRA MACIEL and JEFFREY KNUDTSON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

LYFT, INC.

Defendant.

Case No.: 3:13-cv-04065-VC

Hon. Vince Chhabria

DECLARATION OF LOREE KOVACH OF GARDEN CITY GROUP, LLC REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

I, LOREE KOVACH, declare and state as follows:

1. I am an Assistant Vice President of Operations for Garden City Group, LLC ("GCG"). GCG is serving as the Settlement Administrator in the above-captioned litigation ("Action") for the purposes of administering the Class Action Settlement Agreement (the "Settlement Agreement") preliminarily approved by the Court in its July 1, 2016 Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order").[1]

2. GCG is a recognized leader in legal administration services for class action settlements, bankruptcy cases, and legal noticing programs. In its history of over 30 years, our team has served as administrator for over 3,000 settlements. GCG has mailed over 300 million notices, handled over 32 million phone calls, designed and launched hundreds of settlement websites,

[1] Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Settlement Agreement, dated May 11, 2016.

processed over 30 million claims, and distributed over $63 billion in compensation.

3. The following statements are based on my personal knowledge and information provided by other GCG employees working under my supervision, and, if called on to do so, I could and would testify competently thereto.

DATA TRANSFER

4. On or about August 16, 2016, the Defendant provided GCG with an electronic file containing data related to 202,518 members of the Class. Included in the data were, among other things, names, mailing addresses, email addresses, the Defendant's internal driver identification numbers, and information regarding the number of rides provided and time spent in Ride Mode between May 25, 2012, and July 1, 2016. The data was promptly loaded into a secure database created for this Action. The data was reviewed and unique identifiers were given to all records in order to maintain the ability to track them throughout the Settlement process.

DISSEMINATION OF NOTICE VIA EMAIL AND U.S. MAIL

5. Pursuant to the terms of the Preliminary Approval Order, on August 30, 2016, GCG emailed Notices to the 202,030 Class Members for whom the Defendant was able to provide an email address. GCG promptly attempted to re-send emails that were rejected by Class Members' email providers. The Class Member records provided by the Defendant included 252 individuals for whom only a physical address was available. GCG ran those addresses through the National Change of Address ("NCOA")[2] database. Updated addresses were obtained for 48 records via the NCOA database. On August 30, 2016, GCG mailed paper Notices to these 252 Class Members. Samples of the emailed Notice and paper Notice are attached as **Exhibits A** and **B**, respectively. The Defendant's

[2] The NCOA database is the official United States Postal Service ("USPS") technology product, which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

data did not include email or physical address information for 236 Class Members.

6. The emailed Notice was ultimately undeliverable to 4,190 of the Class Members to whom it was sent. The information provided by the Defendant included physical mailing addresses for 4,178 of these individuals. GCG ran those addresses through the NCOA database. Updated addresses were obtained for 589 of these records. On September 8, 2016, GCG mailed paper Notices to these 4,178 Class Members.

7. As of November 16, 2016, a total of 104 paper Notices had been returned undeliverable with forwarding address information, and 374 had been returned to GCG as undeliverable without forwarding address information. GCG promptly conducted an advanced address search for all Class Members whose paper Notices were returned by the U.S. Postal Service as undeliverable without forwarding address information, and was able to obtain updated addresses for 22 Class Members.

8. In the aggregate, as of November 16, 2016, GCG remailed a total of 92 paper Notices and 352 paper Notices remain undeliverable. GCG will continue to remail Notices that are returned undeliverable. In addition, as of November 16, 2016, GCG has emailed replacement Notices to 224 Class Members who contacted GCG via our email address or toll-free information line.

9. After excluding undeliverable emailed and mailed Notices, GCG assumes the Notice reached 197,840 Class Members via email, and 3,838 Class Members via mail, for a total of 201,678 Class Members, which comprises approximately 99.6% of the class.

CLAIMS RECEIVED

10. As of November 16, 2016, GCG received 63,447 claims from Class Members. Of those, 63,440 were submitted via the case website and seven were submitted via paper form.

11. Both the online claim form and the paper claim form require Class Members to

consent to join the Settlement Class and agree to release the Defendant from claims covered by the Settlement Agreement, including but not limited to claims under the federal Fair Labor Standards Act ("FLSA"). See **Exhibit C**.

12. The chart attached as **Exhibit D** provides estimated award information based on claims filed as of November 14, 2016 for Regular Drivers and for Frequent Drivers. These amounts were calculated as though no further claims will be filed; as additional claims are filed, these numbers will change.

13. To date, 31.3% of Class Members have filed claims. Because Class Members who have larger settlement shares have filed claims at a higher rate than Class Members with smaller settlement shares, the claims filed to date account for more than this percentage of the Net Settlement Fund; instead, the claims filed to date represent 41.1% of the fund (if there were to be 100% participation).

DISSEMINATION OF REMINDER NOTICE VIA EMAIL AND U.S. MAIL

14. In accordance with Paragraph 63 of the Settlement Agreement, on or about November 2, 2016, GCG began identifying Class Members who had not yet filed claims in order to send them notices reminding them that they must submit a claim in order to receive a Settlement Payment. On November 4, 2016, GCG emailed reminder notices to 160,014 Class Members for whom the Defendant had provided email addresses but who had not yet filed claims. There were 152 Class Members who had not filed a claim and for whom no email address was available. Paragraph 63 of the Settlement Agreement also required the Settlement Administrator to make additional reasonable efforts to locate Class Members whose Settlement Payment likely would be at least two hundred dollars and who had not yet filed a claim to inform them of the need to submit a claim in order to receive a Settlement Payment. As of November 6, 2016, GCG had identified 54,514 Class Members

who meet these criteria. On November 11, 2016, GCG mailed paper copies of the neutral notice to these 54,514 Class Members' physical addresses as well as to the physical addresses of the 152 Class Members for whom no email address was available, for a total of 54,666 mailed reminder notices. Samples of the emailed and paper reminder notices are attached as **Exhibits E** and **F**, respectively.

15. A second reminder notice will be emailed to all Class Members for whom GCG has an email address, and who have not submitted opt-out requests. This reminder notice will be emailed on November 16, 2016. A sample of this reminder notice is attached as **Exhibit G.**

TOLL-FREE INFORMATION LINE

16. GCG maintains a toll-free number, 1-855-907-3215, to answer frequently asked questions. The toll-free number became operational on or about August 30, 2016 and is accessible 24 hours a day, 7 days a week. As of November 16, 2016, GCG has received and responded to approximately 1,831 calls to the toll-free number. GCG will continue to maintain the toll-free number throughout the Settlement administration process.

WEBSITE

17. GCG established and maintains a website at www.lyftdriverlawsuit.com, to assist Class Members. Class Members can file a claim online, review the Notice and other Court documents, and view important dates, including the exclusion and objections deadlines, as well as the date of the Court's Fairness Hearing. The website became operational on or about August 30, 2016. GCG will continue to maintain and, as appropriate, update this case website throughout the Settlement administration process.

EMAIL ADDRESS

18. GCG maintains an email address, info@lyftdriverlawsuit.com, for Class Members to submit requests for new Notices, questions regarding the Action, and other questions. As of

November 16, 2016, GCG has received and responded to approximately 1,756 emails at this email address. GCG will continue to maintain this email address throughout the Settlement administration process.

OBJECTIONS

19. Individuals who wished to object to the Settlement were required to send a written objection to the Settlement Administrator and to the Court, postmarked by October 29, 2016. As of November 16, 2016, GCG has received four objections from Class Members. Attached hereto as **Exhibit H** are copies of the objections with personal information (i.e., addresses, phone numbers, e-mail addresses, and Claimant ID and Verification Numbers) redacted for privacy reasons.

20. GCG did not receive objections from Class Members Steven Price and Christine Gaussoin, nor did it receive the joint objection submitted by Class Members Helen Hebert and Valerie Mitchell in conjunction with Uber Lyft Teamsters Rideshare Alliance (ULTRA) and Teamsters Joint Councils Numbers 7 and 42.

EXCLUSIONS

21. Class Members who wished to exclude themselves from the Settlement were required to submit a written Opt-Out Request to the Settlement Administrator postmarked by October 29, 2016. As of November 16, 2016, GCG has received 65 timely Opt-Out Requests, a list of which is attached at **Exhibit I**. There are possible issues with five of these requests, all of which were provided in a single submission from a law firm. The law firm submitted Opt-Out Requests for Syed Rahman and Alex Alvarenga, however the data received from the Defendant contains two people with the name Syed Rahman and two people with the name Alex Alvarenga, and the contact information provided by the law firm for these individuals does not match any of the contact information in the Defendant's data. As a result, GCG has not yet been able to link these Opt-Out

Requests to the appropriate Class Members. Additionally, the law firm did not provide addresses and phone numbers for three of the Class Members, both of which are required elements under Paragraph 92 of the Settlement Agreement. Telephone numbers were not provided for Alex Alvarenga and Class Member Jason Lazar, and no address or telephone number was provided for Class Member Fel Echandi. Finally, the law firm also submitted an Opt-Out Request for Richard Humphrey, however there is no person with that name in the class data received from the Defendant.

22. To date, GCG also has received two untimely Opt-Out Requests, a list of which is attached at **Exhibit J**. The untimely Opt-Out Request submitted by James Campbell does not contain a postmark and was received by GCG on November 14, 2016, however, the Class Member dated his request October 27, 2016. The untimely Opt-Out Request concerning Michelle Brusa was submitted by her attorney and does not contain the Class Member's address and phone number as required by Paragraph 92 of the Settlement Agreement.

ADMINISTRATION COSTS

23. Consistent with Paragraph 35 of the Settlement Agreement, GCG was advanced $100,000 in administration costs from the Settlement Amount. GCG estimates additional administration costs through the conclusion of the first distribution to be an additional $330,000, for total administration costs through the initial distribution of $430,000.

I declare under the penalty of perjury pursuant to the laws of the United States of America and the State of Washington that the foregoing is true and correct.

Executed on November 16, 2016, at Seattle, Washington.

LOREE KOVACH

Katherine Hathaway

From: info@lyftdriverlawsuit.com
Sent: Friday, September 16, 2016 11:35 AM
To: GCGSeattle.Systems
Subject: Notice of Class Action Settlement for All Lyft Drivers in California – Read Here How to Participate

Para una notificación en español, visitar www.lyftdriverlawsuit.com.

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016, you could get a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A lawsuit claims that Lyft, Inc. violated various laws and regulations by classifying drivers in California as independent contractors rather than employees. Lyft denies these allegations but has agreed to settle the lawsuit by paying $27,000,000.00, changing its Terms of Service, and changing how its product works.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, drivers who used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016, will be eligible for payment from Lyft.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

Summary of Your Legal Rights and Options	
Submit a claim	The only way to get a payment. Give up your right to be part of another case against Lyft about the claims being resolved by this settlement. **In order to receive a payment, you must submit a claim, which you can do electronically or by mail, as explained below in paragraph 9.** Submitting a claim will not affect your right to assert claims against Lyft arising after approval of this settlement.
Exclude yourself from the settlement	Get no payment. Keep your right to be part of another case against Lyft about the claims being resolved by this settlement.
Object to the settlement	Write to the Court about why you don't like the settlement. You cannot object in order 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 class.
Go to a hearing	Follow the procedures below to ask to speak in Court about the fairness of the settlement. The Court will hold a hearing for the settlement to

	decide whether to approve it.
Do nothing	Get no payment. Give up your right to assert the claims being resolved by this settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

Basic Information

1. WHY AM I RECEIVING THIS NOTICE?

Lyft's records show that you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. Everyone who makes a claim will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Patrick Cotter, et al. v. Lyft, Inc.*, Case No. 3:13-cv-04065-VC.

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit claims, generally, that Lyft improperly classified drivers who gave rides in California as independent contractors rather than employees and that as a result of this classification, Lyft violated various laws and regulations.

Lyft denies that drivers were or are employees and denies the claims in the lawsuit. Lyft argues that it complied with all applicable federal, state, and local laws and regulations at all times, and it has asserted various defenses to the claims.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called "Class Representatives," sue on behalf of themselves and others who have similar claims. All these people together are a "Class" or "Class Members." One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. People who do not exclude themselves and remain in the Class may not file their own lawsuit on the issues that were resolved in the class action.

Here, the Class Representatives are current and/or former drivers who used the Lyft smartphone application to give rides to passengers in California. Their names are Patrick Cotter, Alejandra Maciel, and Jeffrey Knudson. These Class Representatives sued the Defendant, Lyft, Inc., on behalf of themselves and other drivers who gave rides to passengers in California.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the drivers or Lyft. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation and the benefits of changes to Lyft's Terms of Service and product. The Class Representatives and their lawyers think the settlement is best for everyone who gave rides to passengers using the Lyft smartphone application because they believe that that the amount Lyft has agreed to pay, along with the changes Lyft has agreed to make to its Terms of Service and product, is fair, adequate, and reasonable in light of the risks of continued litigation, and the time required to litigate the case.

Who Is in the Settlement?

5. WHO IS INCLUDED IN THE CLASS UNDER THE SETTLEMENT?

All current and former drivers who gave at least one ride to passengers in California between May 25, 2012, and July 1, 2016, are Class Members under this settlement.

The Settlement Benefits—What You Get

6. WHAT DOES THE SETTLEMENT PROVIDE?

Lyft has agreed to pay money to Class Members, change its Terms of Service, and change its product:

- Lyft has agreed to create a settlement fund of $27,000,000.00 for payments by Lyft to Class Members. Under a Plan of Allocation in the settlement, this fund will first be used to pay for (1) the costs of providing notice to the Class (such as this document) and administering the settlement, and (2) the lawyers' fees, expenses, and enhancement payments approved by the Court (see Question 16 for more details on these payments). The remaining amount in the settlement fund, called the "Net Settlement Fund," will then be distributed to Class Members who make a valid claim, as described in Question 7.

- Lyft has agreed to change its Terms of Service to remove its ability to deactivate a driver's account for any reason. Instead, Lyft will list the specific, limited categories of actions that may result in termination of a driver's agreement with Lyft/deactivation of a driver's account.

- Lyft has agreed to change its Terms of Service to provide that Lyft will pay for arbitration fees and costs (other than an initial filing fee) for any claims brought by Lyft against a driver, or for claims brought by a driver against Lyft, for certain disputes related to driver deactivation/termination, ride fees, and employment-related claims. Arbitration is a way of resolving disputes without going to Court.

- Lyft has agreed to implement an optional pre-arbitration negotiation process that can be used by drivers, including deactivated drivers, to resolve disputes with Lyft without having to invoke the arbitration process.

- Lyft has agreed to change its product to create a "favorite driver" option that will result in benefits to drivers who Lyft passengers choose as a "favorite."

- Lyft has agreed to change its product to provide drivers with additional information about potential Lyft passengers before drivers accept ride requests from those passengers.

7. WHAT CAN I GET FROM THE SETTLEMENT?

Payments to Class Members who submit valid claims (see Question 9) will be made based on each such Class Member's share of the "Net Settlement Fund." A Class Member's share will be determined by the number of "Points" awarded to the Class Member.

The settlement awards Points based on Lyft's records as to the number of Rides a Class Member gave and/or the amount of time a Class Member spent in "Ride Mode." These Points do not have a value fixed at any particular dollar amount; they vary depending on how many people make a claim for a share of the settlement. For the purposes of calculating points, the settlement defines a Ride as beginning when a driver uses the Lyft smartphone application to accept a transportation request from a passenger and ending when a driver selects the "drop off" option in the Lyft smartphone application. The settlement defines Ride Mode as the period between the beginning and end of a Ride.

Points will be awarded as follows:

- For each Ride given in the period from May 25, 2012, through September 30, 2012, a Class Member will receive two hundred twenty seven (227) Points.
- For each sixty-minute period in Ride Mode for the period from October 1, 2012, through July 1, 2016, a Class Member will receive six hundred (600) Points.
- For each sixty-minute period in Ride Mode for the period from January 14, 2013, through December 23, 2013, a Class Member will receive an additional one hundred twenty (120) Points.
- For each Class Member who spent thirty (30) or more hours per week in Ride Mode in fifty (50) percent or more of the weeks in the period from May 25, 2012, through July 1, 2016, in which he or she gave at least one Ride, the points calculated above will be multiplied by 2, so that the Class Member receives double the number of Points than would otherwise be awarded.

After Points are awarded to all Class Members submitting valid claims, the Net Settlement Fund will be divided among those Class Members in proportion to each Class Member's Points. The exact amount each such Class Member will receive cannot be calculated until (1) the Court approves the settlement; (2) amounts are deducted from the settlement fund for the costs of providing notice to the Class, administering the settlement, paying lawyers' fees and expenses, and making enhancement payments approved by the Court; and (3) the Settlement Administrator determines the number of Class Members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

8. WHAT IF I DISAGREE WITH MY PAYMENT?

There is a process in the settlement for you to challenge the determination of the amount of your settlement payment. The Settlement Administrator, with input from Class Counsel and Lyft, will determine the amount of each settlement payment and will resolve any objections to your settlement amount. You will get further details in the letter you receive about your payment.

How You Get a Payment—Submitting a Claim

9. HOW CAN I GET A PAYMENT?

To qualify for payment, you must submit a claim, either electronically or through a paper claim form.

To submit a claim electronically, go to **www.lyftdriverlawsuit.com** and enter your Claimant ID and Verification Number, provided below.

Claimant ID: ABCD123456
Verification Number: 8888888888

To submit a claim by paper, please contact the Settlement Administrator at (855) 907-3215 or info@lyftdriverlawsuit.com for instructions.

In order to receive a monetary payment from this settlement, please submit your claim before December 1, 2016.

If you have current electronic payment account information on file with Lyft, the settlement payment will be deposited directly into your account. If you prefer, you can request your payment be made by check. It is your responsibility to keep current electronic payment information on file with the Settlement Administrator, or, if you want to receive payment by check, you must inform the Settlement Administrator of any change in your address. You may update your address with the Settlement Administrator by submitting your former and current addresses to:

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

You can also submit your updated address information via email to info@lyftdriverlawsuit.com.

Please include your Claimant ID on any correspondence sent to the Settlement Administrator.

If you do not keep your electronic payment information or your address current, your settlement payment may be delayed and it is possible that you will not receive your settlement payment.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on December 1, 2016, to decide whether to approve the settlement. If the Court approves the settlement after that, it is anticipated that you would receive your payment in 2016 or early 2017. However, if there are appeals, it may take time to resolve them, perhaps more than a year. Everyone who submits a claim will be informed of the progress of the settlement. Please be patient.

11. WHAT AM I GIVING UP BY STAYING IN THE CLASS AND GETTING A PAYMENT?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Lyft about the legal issues resolved by this settlement. It also means that all of the Court's orders will apply to you and legally bind you. If you submit a claim, you will agree to a "Release of Claims," available online as part of the claim submission process, which describes exactly the legal claims that you give up if you get settlement benefits. Submitting a claim will not affect your right to assert claims against Lyft arising after the approval of this settlement.

A separate lawsuit, *Zamora, et al. v. Lyft, Inc.*, Case No. 3:16-cv-02558-VC (N.D. Cal.), alleges that Lyft has not paid drivers all of the "Prime Time" premium payments to which they were entitled. Certain claims in *Zamora* allege that such payments should belong to drivers even if they were not employees. This settlement would <u>not</u> prevent you from pursuing these claims in *Zamora*. Other claims in *Zamora* allege that such

payments were "gratuities" or "tips" (a claim that would require proving that Lyft drivers were employees rather than independent contractors). If you do not exclude yourself from this settlement, you will be unable to pursue these claims in *Zamora*.

Excluding Yourself from the Settlement

If you don't want a payment from this settlement, but you want keep the right to sue or continue to sue Lyft, on your own, about the legal issues resolved by this settlement, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

12. HOW DO I GET OUT OF THIS SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail, **postmarked on or before October 29, 2016**, to the Settlement Administrator at the following address:

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

Your letter must contain: (1) a clear statement that you wish to be excluded from this case, *Cotter v. Lyft*, (2) your name (and former names, if any), address, and telephone number; (3) your signature (or the signature of your legally authorized representative).

If, before the deadline, you request to be excluded from the settlement, you will not receive any payment under the settlement and you will not be bound by anything that happens in this case. However, if the settlement is finally approved, the settlement will prohibit you from making further claims under the California Labor Code Private Attorneys General Act of 2004 (also called "PAGA"), regardless of whether you ask to be excluded.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE LYFT FOR THE SAME THING LATER?

Unless you exclude yourself, you give up the right to sue Lyft for the claims that this settlement resolves. However, not excluding yourself will not affect your right to assert claims against Lyft arising after the approval of this settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. **Remember, the exclusion deadline is October 29, 2016.**

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, do not submit a claim to ask for any money. However, you may sue, continue to sue, or be part of a different lawsuit against Lyft.

The Lawyers Representing You

15. DO I HAVE A LAWYER IN THIS CASE?

You do not need to hire your own lawyer. The Court has decided that the interests of the Class, including you if you do not exclude yourself, are represented by these lawyers:

Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116

Matthew D. Carlson
LICHTEN & LISS-RIORDAN, P.C.
466 Geary Street, Suite 201
San Francisco, CA 94102

Phone: 415-630-2655
lyftlawsuit@llrlaw.com

You and other Class Members will not be separately charged for these lawyers, who are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. HOW WILL THE LAWYERS BE PAID? ARE THE CLASS REPRESENTATIVES BEING PAID?

Class Counsel will ask the Court for fees and costs up to $3,675,000. Class Counsel also will ask for an enhancement payment of up to $5,000 each for Patrick Cotter and Alejandra Maciel, and up to $2,500 for Jeffrey Knudson, for their services as the Class Representatives and for their efforts in bringing this case. The actual amounts awarded to Class Counsel and the Class Representatives will be determined by the Court.

Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement, but you will also receive a monetary award.
To object, you must send your written objection by mail, **postmarked on or before October 29, 2016**, to the following two addresses:

Clerk of the Court
U.S. District Court, N.D. Cal.
450 Golden Gate Avenue, 17th Floor
San Francisco, CA 94102

Lyft Class Action Settlement
Settlement Administrator
c/o GCG

P.O. Box 35129
Seattle, WA 98124-5129

Your written objection must contain: (1) your full name, address, telephone number, and signature; (2) a heading that clearly refers to this case, *Cotter v. Lyft*; (3) a statement of the specific legal or factual reasons for your objection; and (4) a statement of whether you intend to appear at the Fairness Hearing, either in person or by having a lawyer represent you, and, if you will have a lawyer represent you, a statement identifying that lawyer by name, bar number, address, and telephone number. Your objection must be signed by you (or your legally authorized representative), even if you are represented by a lawyer.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object to the settlement because the case no longer affects you.

The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has preliminarily approved the settlement and will hold a hearing, called a Fairness Hearing, to decide whether to give final approval to the settlement. At the hearing, the Court also will consider the award of lawyers' fees and expenses to Class Counsel and the request for enhancement payments to the Class Representatives.

The Court has scheduled the Fairness Hearing for 10:00 a.m. on December 1, 2016, in Courtroom 4 of the United States District Court, Northern District of California located at 450 Golden Gate Avenue, 17th Floor, San Francisco, California 94102.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. However, you have the right to attend the Fairness Hearing and be represented by your own lawyer at your own expense. If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

21. MAY I SPEAK AT THE FAIRNESS HEARING?

You may ask the Court for permission to speak at the Fairness Hearing by following the steps listed under Question 17 above. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

If You Do Nothing

22. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lyft about the legal issues resolved by this settlement. Doing nothing will not affect your right to assert claims against Lyft arising after the approval of this settlement.

Getting More Information

23. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in a settlement agreement. You can get a copy of the settlement agreement by writing to Lichten & Liss-Riordan, P.C. at 729 Boylston Street, Suite 2000, Boston, MA 02116, or lyftlawsuit@llrlaw.com.

24. HOW DO I GET MORE INFORMATION?

You can visit www.lyftdriverlawsuit.com, call (855) 907-3215, or write to Lyft Class Action Settlement, c/o GCG, P.O. Box 35129, Seattle, WA 98124-5129. The website provides answers to common questions about the settlement, a claim-submission option, and key documents related to this case and this Settlement.

PLEASE DO NOT CALL OR WRITE THE COURT
OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE

If you wish to UNSUBSCRIBE from future email messages from the Claims Administrator with regard to this Settlement, please click on this link.

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

LYT

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016, you could get a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A lawsuit claims that Lyft, Inc. violated various laws and regulations by classifying drivers in California as independent contractors rather than employees. Lyft denies these allegations but has agreed to settle the lawsuit by paying $27,000,000.00, changing its Terms of Service, and changing how its product works.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, drivers who used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016, will be eligible for payment from Lyft.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

Summary of Your Legal Rights and Options	
Submit a Claim	The only way to get a payment. Give up your right to be part of another case against Lyft about the claims being resolved by this settlement. **In order to receive a payment, you must submit a claim, which you can do electronically or by mail, as explained below in paragraph 9.** Submitting a claim will not affect your right to assert claims against Lyft arising after approval of this settlement.
Exclude Yourself from the Settlement	Get no payment. Keep your right to be part of another case against Lyft about the claims being resolved by this settlement.
Object to the Settlement	Write to the Court about why you don't like the settlement. You cannot object in order 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 class.
Go to a Hearing	Follow the procedures below to ask to speak in Court about the fairness of the settlement. The Court will hold a hearing for the settlement to decide whether to approve it.
Do Nothing	Get no payment. Give up your right to assert the claims being resolved by this settlement.

What This Notice Contains

Basic Information

1. WHY AM I RECEIVING THIS NOTICE?

Lyft's records show that you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012, and July 1, 2016.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. Everyone who makes a claim will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Patrick Cotter, et al. v. Lyft, Inc.*, Case No. 3:13-cv-04065-VC.

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit claims, generally, that Lyft improperly classified drivers who gave rides in California as independent contractors rather than employees and that as a result of this classification, Lyft violated various laws and regulations.

Lyft denies that drivers were or are employees and denies the claims in the lawsuit. Lyft argues that it complied with all applicable federal, state, and local laws and regulations at all times, and it has asserted various defenses to the claims.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called "Class Representatives," sue on behalf of themselves and others who have similar claims. All these people together are a "Class" or "Class Members." One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. People who do not exclude themselves and remain in the Class may not file their own lawsuit on the issues that were resolved in the class action.

Here, the Class Representatives are current and/or former drivers who used the Lyft smartphone application to give rides to passengers in California. Their names are Patrick Cotter, Alejandra Maciel, and Jeffrey Knudson. These Class Representatives sued the Defendant, Lyft, Inc., on behalf of themselves and other drivers who gave rides to passengers in California.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the drivers or Lyft. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation and the benefits of changes to Lyft's Terms of Service and product. The Class Representatives and their lawyers think the settlement is best for everyone who gave rides to passengers using the Lyft smartphone application because they believe that that the amount Lyft has agreed to pay, along with the changes Lyft has agreed to make to its Terms of Service and product, is fair, adequate, and reasonable in light of the risks of continued litigation, and the time required to litigate the case.

Who Is in the Settlement?

5. WHO IS INCLUDED IN THE CLASS UNDER THE SETTLEMENT?

All current and former drivers who gave at least one ride to passengers in California between May 25, 2012, and July 1, 2016, are Class Members under this settlement.

The Settlement Benefits—What You Get

6. WHAT DOES THE SETTLEMENT PROVIDE?

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- Lyft has agreed to create a settlement fund of $27,000,000.00 for payments by Lyft to Class Members. Under a Plan of Allocation in the settlement, this fund will first be used to pay for (1) the costs of providing notice to the Class (such as this document) and administering the settlement, and (2) the lawyers' fees, expenses, and enhancement

payments approved by the Court (see Question 16 for more details on these payments). The remaining amount in the settlement fund, called the "Net Settlement Fund," will then be distributed to Class Members who make a valid claim, as described in Question 7.

- Lyft has agreed to change its Terms of Service to remove its ability to deactivate a driver's account for any reason. Instead, Lyft will list the specific, limited categories of actions that may result in termination of a driver's agreement with Lyft/deactivation of a driver's account.
- Lyft has agreed to change its Terms of Service to provide that Lyft will pay for arbitration fees and costs (other than an initial filing fee) for any claims brought by Lyft against a driver, or for claims brought by a driver against Lyft, for certain disputes related to driver deactivation/termination, ride fees, and employment-related claims. Arbitration is a way of resolving disputes without going to Court.
- Lyft has agreed to implement an optional pre-arbitration negotiation process that can be used by drivers, including deactivated drivers, to resolve disputes with Lyft without having to invoke the arbitration process.
- Lyft has agreed to change its product to create a "favorite driver" option that will result in benefits to drivers who Lyft passengers choose as a "favorite."
- Lyft has agreed to change its product to provide drivers with additional information about potential Lyft passengers before drivers accept ride requests from those passengers.

7. WHAT CAN I GET FROM THE SETTLEMENT?

Payments to Class Members who submit valid claims (see Question 9) will be made based on each such Class Member's share of the "Net Settlement Fund." A Class Member's share will be determined by the number of "Points" awarded to the Class Member.

The settlement awards Points based on Lyft's records as to the number of Rides a Class Member gave and/or the amount of time a Class Member spent in "Ride Mode." These Points do not have a value fixed at any particular dollar amount; they vary depending on how many people make a claim for a share of the settlement. For the purposes of calculating points, the settlement defines a Ride as beginning when a driver uses the Lyft smartphone application to accept a transportation request from a passenger and ending when a driver selects the "drop off" option in the Lyft smartphone application. The settlement defines Ride Mode as the period between the beginning and end of a Ride.

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- For each Class Member who spent thirty (30) or more hours per week in Ride Mode in fifty (50) percent or more of the weeks in the period from May 25, 2012, through July 1, 2016, in which he or she gave at least one Ride, the points calculated above will be multiplied by 2, so that the Class Member receives double the number of Points than would otherwise be awarded.

After Points are awarded to all Class Members submitting valid claims, the Net Settlement Fund will be divided among those Class Members in proportion to each Class Member's Points. The exact amount each such Class Member will receive cannot be calculated until (1) the Court approves the settlement; (2) amounts are deducted from the settlement fund for the costs of providing notice to the Class, administering the settlement, paying lawyers' fees and expenses, and making enhancement payments approved by the Court; and (3) the Settlement Administrator determines the number of Class Members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

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How You Get a Payment—Submitting a Claim

9. HOW CAN I GET A PAYMENT?

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To submit a claim electronically, go to www.lyftdriverlawsuit.com and enter your Claimant ID and Verification Number. If you cannot locate your Claimant ID and Verification Number, or if you did not receive a notice and believe you should have, please contact the Settlement Administrator at (855) 907-3215 or info@lyftdriverlawsuit.com.

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Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

You can also submit your address information via email to info@lyftdriverlawsuit.com.

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10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on December 1, 2016, to decide whether to approve the settlement. If the Court approves the settlement after that, it is anticipated that you would receive your payment in 2016 or early 2017. However, if there are appeals, it may take time to resolve them, perhaps more than a year. Everyone who submits a claim will be informed of the progress of the settlement. Please be patient.

11. WHAT AM I GIVING UP BY STAYING IN THE CLASS AND GETTING A PAYMENT?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Lyft about the legal issues resolved by this settlement. It also means that all of the Court's orders will apply to you and legally bind you. If you submit a claim, you will agree to a "Release of Claims," available online as part of the claim submission process, which describes exactly the legal claims that you give up if you get settlement benefits. Submitting a claim will not affect your right to assert claims against Lyft arising after the approval of this settlement.

A separate lawsuit, *Zamora, et al. v. Lyft, Inc.*, Case No. 3:16-cv-02558-VC (N.D. Cal.), alleges that Lyft has not paid drivers all of the "Prime Time" premium payments to which they were entitled. Certain claims in *Zamora* allege that such payments should belong to drivers even if they were not employees. This settlement would not prevent you from pursuing these claims in *Zamora*. Other claims in *Zamora* allege that such payments were "gratuities" or "tips" (a claim that would require proving that Lyft drivers were employees rather than independent contractors). If you do not exclude yourself from this settlement, you will be unable to pursue these claims in *Zamora*.

Excluding Yourself from the Settlement

If you don't want a payment from this settlement, but you want keep the right to sue or continue to sue Lyft, on your own, about the legal issues resolved by this settlement, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

12. HOW DO I GET OUT OF THIS SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail, **postmarked on or before October 29, 2016**, to the Settlement Administrator at the following address:

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

Your letter must contain: (1) a clear statement that you wish to be excluded from this case, *Cotter v. Lyft*, (2) your name (and former names, if any), address, and telephone number; (3) your signature (or the signature of your legally authorized representative).

If, before the deadline, you request to be excluded from the settlement, you will not receive any payment under the settlement and you will not be bound by anything that happens in this case. However, if the settlement is finally approved, the settlement will prohibit you from making further claims under the California Labor Code Private Attorneys General Act of 2004 (also called "PAGA"), regardless of whether you ask to be excluded.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE LYFT FOR THE SAME THING LATER?

Unless you exclude yourself, you give up the right to sue Lyft for the claims that this settlement resolves. However, not excluding yourself will not affect your right to assert claims against Lyft arising after the approval of this settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. **Remember, the exclusion deadline is October 29, 2016.**

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, do not submit a claim to ask for any money. However, you may sue, continue to sue, or be part of a different lawsuit against Lyft.

The Lawyers Representing You

15. DO I HAVE A LAWYER IN THIS CASE?

You do not need to hire your own lawyer. The Court has decided that the interests of the Class, including you if you do not exclude yourself, are represented by these lawyers:

Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
Phone: 415-630-2655
lyftlawsuit@llrlaw.com

Matthew D. Carlson
LICHTEN & LISS-RIORDAN, P.C.
466 Geary Street, Suite 201
San Francisco, CA 94102
Phone: 415-630-2655
lyftlawsuit@llrlaw.com

You and other Class Members will not be separately charged for these lawyers, who are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. HOW WILL THE LAWYERS BE PAID? ARE THE CLASS REPRESENTATIVES BEING PAID?

Class Counsel will ask the Court for fees and costs up to $3,675,000. Class Counsel also will ask for an enhancement payment of up to $5,000 each for Patrick Cotter and Alejandra Maciel, and up to $2,500 for Jeffrey Knudson, for their services as the Class Representatives and for their efforts in bringing this case. The actual amounts awarded to Class Counsel and the Class Representatives will be determined by the Court.

Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement, but you will also receive a monetary award.

To object, you must send your written objection by mail, **postmarked on or before October 29, 2016**, to the following two addresses:

Clerk of the Court
U.S. District Court, N.D. Cal.
450 Golden Gate Avenue, 17th Floor
San Francisco, CA 94102

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

Your written objection must contain: (1) your full name, address, telephone number, and signature; (2) a heading that clearly refers to this case, Cotter v. Lyft; (3) a statement of the specific legal or factual reasons for your objection; and (4) a statement of whether you intend to appear at the Fairness Hearing, either in person or by having a lawyer represent you, and, if you will have a lawyer represent you, a statement identifying that lawyer by name, bar number, address, and telephone number. Your objection must be signed by you (or your legally authorized representative), even if you are represented by a lawyer.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object to the settlement because the case no longer affects you.

The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has preliminarily approved the settlement and will hold a hearing, called a Fairness Hearing, to decide whether to give final approval to the settlement. At the hearing, the Court also will consider the award of lawyers' fees and expenses to Class Counsel and the request for enhancement payments to the Class Representatives.

The Court has scheduled the Fairness Hearing for 10:00 a.m. on December 1, 2016, in Courtroom 4 of the United States District Court, Northern District of California located at 450 Golden Gate Avenue, 17th Floor, San Francisco, California 94102.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. However, you have the right to attend the Fairness Hearing and be represented by your own lawyer at your own expense. If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

21. MAY I SPEAK AT THE FAIRNESS HEARING?

You may ask the Court for permission to speak at the Fairness Hearing by following the steps listed under Question 17 above. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

If You Do Nothing

22. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lyft about the legal issues resolved by this settlement. Doing nothing will not affect your right to assert claims against Lyft arising after the approval of this settlement.

Getting More Information

23. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

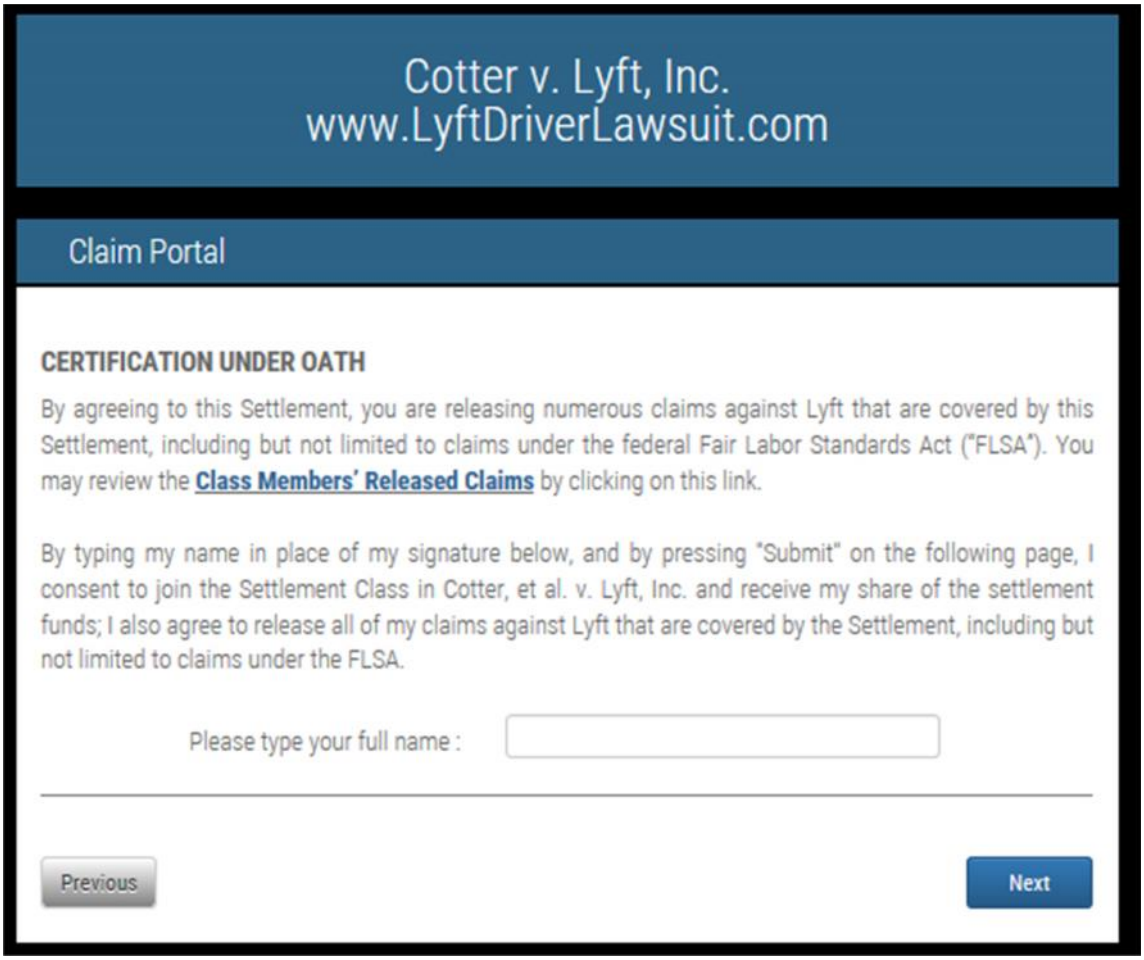
This notice summarizes the proposed settlement. More details are in a settlement agreement. You can get a copy of the settlement agreement by writing to Lichten & Liss-Riordan, P.C. at 729 Boylston Street, Suite 2000, Boston, MA 02116, or lyftlawsuit@llrlaw.com.

24. HOW DO I GET MORE INFORMATION?

You can visit www.lyftdriverlawsuit.com, call (855) 907-3215, or write to Lyft Class Action Settlement, c/o GCG, P.O. Box 35129, Seattle, WA 98124-5129. The website provides answers to common questions about the settlement, a claim-submission option, and key documents related to this case and this Settlement.

PLEASE DO NOT CALL OR WRITE THE COURT
OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE

Certification and Release



PLEASE SUBMIT YOUR CLAIM BEFORE DECEMBER 1, 2016

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

LYT

Claimant ID: LYT011111111
Verification Number: 1234567890

LYT1234567890

JANE CLAIMANT
123 4TH AVE
APT 5
SEATTLE, WA 67890

Claim Form

This Claim Form relates to *Cotter, et al. v Lyft, Inc.*, Case No. 3:13-cv-04065-VC. Complete this form if you would like to file a claim to receive your share of the settlement. Please complete all sections of the form below. Please mail your Claim Form to the Settlement Administrator, at the address above, before **December 1, 2016**. You may also use your Claimant ID and Verification Number, shown above, to file a claim online at www.lyftdriverlawsuit.com.

Address Corrections/Updates

The address on file for you is displayed above. If your address has changed, please enter your new address below. If your name and address are correct above, you do not need to fill out this section.

Name:

Address:

City: State: Zip:

Email Address and Phone Number

Please provide your e-mail address and phone number below:

Email Address:

Daytime Phone: ( ) -

Evening Phone: ( ) -

Payment Method

Please select the method by which you'd like to receive your Settlement Payment:

☐ **Payment by EFT Using Banking Information on File with Lyft**

If you select this option, you want to receive your Settlement Payment the same way that Lyft has sent you payments for rides. Lyft indicates this is your account ending in 1234.

Note that if you update your account information with Lyft after you file this claim, the new account information will not be used for making your settlement payment.

☐ **Payment by EFT - I Need to Update My Banking Information**

If you would like to receive your Settlement Payment electronically, but the information on file with Lyft is not your current banking information, select this option and provide your current banking information below (all fields are required):

Name on Account:

ABA/Routing Number:

Account Number:

Account Type: ☐ Checking ☐ Savings

Is your name the Name on the Account? ☐ Yes ☐ No

If you answered "No," please explain why the Name on the Account is not your name (for instance, because it is a joint account with a spouse).

☐ **Payment by Check**

If you select this option, a check will be mailed to you at the address in our files, or, if your address has changed, at the address you provided in the "Address Corrections/Updates" section on the previous page.

Certification Under Oath

By agreeing to this Settlement, you are releasing numerous claims against Lyft that are covered by this Settlement, including but not limited to claims under the federal Fair Labor Standards Act ("FLSA"). You may review the Class Members' Released Claims in the attachment you received with this Claim Form.

By signing below, I consent to join the Settlement Class in *Cotter, et al. v. Lyft, Inc.* and receive my share of the settlement funds; I also agree to release all of my claims against Lyft that are covered by the Settlement, including but not limited to claims under the FLSA.

Print Name:

Signature:

Date: / /

Settlement Class Member Data through November 14, 2016

	Number of Drivers	*Mean Payment*	*Hours*	*Mean Hours*
Regular Drivers	58,740	$ 343.80	7,117,402.94	121.17
Frequent Drivers	364	$ 5,048.20	325,984.61	895.56
Overall	59,104	$ 372.77	7,443,387.55	125.94

Distribution of Regular Drivers

Number of Drivers	*Hours Range*	*Payment Range*
27,305	0.00- 29.99	$0.02- $100.22
8,882	30.00- 59.99	$84.34- $202.22
4,898	60.00- 89.99	$168.70- $301.99
3,111	90.00- 119.99	$253.20- $399.38
2,310	120.00- 149.99	$337.41- $504.92
4,473	150.00- 249.99	$421.78- $830.67
4,446	250.00- 499.99	$702.97- $1,648.44
1,643	500.00- 749.99	$1,406.04- $2,385.46
751	750.00- 999.99	$2,109.72- $3,207.85
366	1000.00- 1,249.99	$2,812.20- $3,971.00
219	1250.00- 1,499.99	$3,523.38- $4,608.16
9	1500.00- 1,514.99	$4,222.55- $4,632.16
123	1515.00- 1,749.99	$4,260.53- $5,349.65
86	1750.00- 1,999.99	$4,922.38- $6,114.11
118	2,000.00 +	$5,668.92 +

Distribution of Frequent Drivers

Number of Drivers	*Hours Range*	*Payment Range*
7	0.00- 29.99	$128.02- $167.04
33	30.00- 59.99	$168.72- $374.49
14	60.00- 89.99	$341.97- $504.02
19	90.00- 119.99	$519.70- $798.20
6	120.00- 149.99	$675.44- $1,010.49
20	150.00- 249.99	$844.36- $1,366.20
63	250.00- 499.99	$1,428.15- $2,810.92
50	500.00- 749.99	$2,828.23- $4,505.55
28	750.00- 999.99	$4,223.91- $5,524.15
28	1000.00- 1,249.99	$5,779.24- $6,906.07
25	1250.00- 1,499.99	$7,232.85- $8,355.68
1	1500.00- 1,514.99	$8,502.07- $8,502.07
16	1515.00- 1,749.99	$8,534.20- $9,734.20
9	1750.00- 1,999.99	$9,993.60- $11,227.70
45	2,000.00 +	$11,407.22 +

Andrew Lee

From: info@lyftdriverlawsuit.com
Sent: Thursday, November 03, 2016 1:43 PM
To: GCGSeattle.Systems
Subject: Reminder Notice of Class Action Settlement for all Lyft Drivers In California – Read Here Regarding How to Submit Your Claim

You have not yet submitted a claim to receive your share of the settlement brought on behalf of Lyft drivers in California, challenging their misclassification as independent contractors. YOU MAY SUBMIT YOUR CLAIM ONLINE BY CLICKING HERE.

To qualify for a payment, please submit a claim before December 1, 2016.

LEGAL NOTICE

If you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016, you could get a payment from a class action settlement.

Para una notificación en español, visitar nuestro website.

A settlement has been proposed in a class action lawsuit about drivers who used Lyft, Inc.'s smartphone application in California. Lyft will create a settlement fund of $27,000,000 for drivers and make changes to its Terms of Service and product. If you qualify, you may submit a claim to get benefits. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

Who's Included?

You are a Class Member and could get benefits if you are a driver who used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016.

What's this About?

The lawsuit claims that Lyft violated various laws and regulations by classifying drivers in California as independent contractors rather than employees. Lyft denies these claims. The Court did not decide who was right, but both sides agreed to a settlement to resolve the case.

A separate lawsuit, *Zamora, et al. v. Lyft, Inc.*, Case No. 3:16-cv-02558-VC (N.D. Cal.), alleges that Lyft has not paid drivers all of the "Prime Time" premium payments to which they were entitled. Certain claims in *Zamora* allege that such payments should belong to drivers even if they were not employees. This settlement

would not prevent you from pursuing these claims in *Zamora*. Other claims in *Zamora* allege that such payments were "gratuities" or "tips" (a claim that would require proving that Lyft drivers were employees rather than independent contractors). If you do not exclude yourself from this settlement, you will be unable to pursue these claims in *Zamora*.

What Does the Settlement Provide?

Lyft will create a settlement fund of $27,000,000 for drivers. Lyft also will change its Terms of Service to provide (1) that it can deactivate drivers only for specific reasons rather than any reason and (2) that it will pay certain costs to arbitrate disputes about deactivation and many pay issues. Finally, Lyft will change its product to create a "favorite driver" feature and to give drivers more information about passengers before accepting ride requests. Your share of the fund will depend on the number of Class Members who submit valid claims and the number of rides you gave and/or hours you drove. Generally, if you drove more, you will get more money.

How Do You Ask for a Payment?

To qualify for a payment, please submit a claim before December 1, 2016. You may file a claim online by clicking here.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a hearing in this case (*Patrick Cotter, et al. v. Lyft, Inc.*, Case No. 3:13-cv-04065-VC) on December 1, 2016, to consider whether to approve the settlement and a request by the lawyers representing all Class Members (Lichten & Liss-Riordan, P.C. of Boston, MA and San Francisco, CA) for up to $3,675,000 in fees and costs, for investigating the facts, litigating the case, and negotiating the settlement. The fees and costs will be paid out of the settlement fund. For more information, visit www.lyftdriverlawsuit.com or call (855) 907-3215, or write to Lyft Class Action Settlement, Settlement Administrator, c/o GCG, PO Box 35129, Seattle, WA 98124-5129.

If you wish to UNSUBSCRIBE from future email messages from the Settlement Administrator with regard to this Settlement, please click on this link.

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

LYT

Claimant ID:
Verification No:

You have not yet submitted a claim to receive your share of the settlement brought on behalf of Lyft drivers in California, challenging their misclassification as independent contractors.

YOU MAY SUBMIT YOUR CLAIM ONLINE BY VISITING WWW.LYFTDRIVERLAWSUIT.COM AND ENTERING YOUR CLAIMANT ID AND VERIFICATION NUMBER, PRINTED ABOVE.

To qualify for a payment, please submit a claim before December 1, 2016.

LEGAL NOTICE

If you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016, you could get a payment from a class action settlement.

A settlement has been proposed in a class action lawsuit about drivers who used Lyft, Inc.'s smartphone application in California. Lyft will create a settlement fund of $27,000,000 for drivers and make changes to its Terms of Service and product. If you qualify, you may submit a claim to get benefits. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

1. WHO'S INCLUDED?

You are a Class Member and could get benefits if you are a driver who used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016.

2. WHAT'S THIS ABOUT?

The lawsuit claims that Lyft violated various laws and regulations by classifying drivers in California as independent contractors rather than employees. Lyft denies these claims. The Court did not decide who was right, but both sides agreed to a settlement to resolve the case.

A separate lawsuit, *Zamora, et al. v. Lyft, Inc.*, Case No. 3:16-cv-02558-VC (N.D. Cal.), alleges that Lyft has not paid drivers all of the "Prime Time" premium payments to which they were entitled. Certain claims in *Zamora* allege that such payments should belong to drivers even if they were not employees. This settlement would not prevent you from pursuing these claims in *Zamora*. Other claims in *Zamora* allege that such payments were "gratuities" or "tips" (a claim that would require proving that Lyft drivers were employees rather than independent contractors). If you do not exclude yourself from this settlement, you will be unable to pursue these claims in Zamora.

3. WHAT DOES THE SETTLEMENT PROVIDE?

Lyft will create a settlement fund of $27,000,000 for drivers. Lyft also will change its Terms of Service to provide (1) that it can deactivate drivers only for specific reasons rather than any reason and (2) that it will pay certain costs to arbitrate disputes about deactivation and many pay issues. Finally, Lyft will change its product to create a "favorite driver" feature and to give drivers more information about passengers before accepting ride requests. Your share of the fund will depend on the number of Class Members who submit valid claims and the number of rides you gave and/or hours you drove. Generally, if you drove more, you will get more money.

4. HOW DO YOU ASK FOR A PAYMENT?

To qualify for a payment, please submit a claim before December 1, 2016. You may file a claim online by visiting www.lyftdriverlawsuit.com and entering your Claimant ID and Verification Number. These numbers are located at the top of the first page of this notice.

5. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case (*Patrick Cotter, et al. v. Lyft, Inc.*, Case No. 3:13-cv-04065-VC) on December 1, 2016, to consider whether to approve the settlement and a request by the lawyers representing all Class Members (Lichten & Liss-Riordan, P.C. of Boston, MA and San Francisco, CA) for up to $3,675,000 in fees and costs, for investigating the facts, litigating the case, and negotiating the settlement. The fees and costs will be paid out of the settlement fund. For more information, visit www.lyftdriverlawsuit.com or call (855) 907-3215, or write to Lyft Class Action Settlement, Settlement Administrator, c/o GCG, PO Box 35129, Seattle, WA 98124-5129.

Katherine Hathaway

From: info@lyftdriverlawsuit.com
Sent: Wednesday, November 16, 2016 2:21 PM
To: GCGSeattle.Systems
Subject: Reminder Notice of Class Action Settlement for all Lyft Drivers In California – Read Here Regarding How to Submit Your Claim

If you have not yet submitted a claim to receive your share of the settlement brought on behalf of Lyft drivers in California, challenging their misclassification as independent contractors, YOU MAY SUBMIT YOUR CLAIM ONLINE BY CLICKING HERE.

To qualify for a payment, please submit a claim before December 1, 2016.

If you have already filed a claim, you may confirm this by clicking the link above and logging in. You will see a message that states "CLAIM ALREADY SUBMITTED." If you see this message when you log in, no further action is needed from you.

LEGAL NOTICE

If you used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016, you could get a payment from a class action settlement.

Para una notificación en español, visitar nuestro website.

A settlement has been proposed in a class action lawsuit about drivers who used Lyft, Inc.'s smartphone application in California. Lyft will create a settlement fund of $27,000,000 for drivers and make changes to its Terms of Service and product. If you qualify, you may submit a claim to get benefits. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

Who's Included?

You are a Class Member and could get benefits if you are a driver who used the Lyft smartphone application to give rides to passengers in California between May 25, 2012 and July 1, 2016.

What's this About?

The lawsuit claims that Lyft violated various laws and regulations by classifying drivers in California as independent contractors rather than employees. Lyft denies these claims. The Court did not decide who was right, but both sides agreed to a settlement to resolve the case.

A separate lawsuit, *Zamora, et al. v. Lyft, Inc.*, Case No. 3:16-cv-02558-VC (N.D. Cal.), alleges that Lyft has not paid drivers all of the "Prime Time" premium payments to which they were entitled. Certain claims in *Zamora* allege that such payments should belong to drivers even if they were not employees. This settlement would not prevent you from pursuing these claims in *Zamora*. Other claims in *Zamora* allege that such payments were "gratuities" or "tips" (a claim that would require proving that Lyft drivers were employees rather than independent contractors). If you do not exclude yourself from this settlement, you will be unable to pursue these claims in *Zamora*.

What Does the Settlement Provide?

Lyft will create a settlement fund of $27,000,000 for drivers. Lyft also will change its Terms of Service to provide (1) that it can deactivate drivers only for specific reasons rather than any reason and (2) that it will pay certain costs to arbitrate disputes about deactivation and many pay issues. Finally, Lyft will change its product to create a "favorite driver" feature and to give drivers more information about passengers before accepting ride requests. Your share of the fund will depend on the number of Class Members who submit valid claims and the number of rides you gave and/or hours you drove. Generally, if you drove more, you will get more money.

How Do You Ask for a Payment?

To qualify for a payment, please submit a claim before December 1, 2016. You may file a claim online by clicking here.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a hearing in this case (*Patrick Cotter, et al. v. Lyft, Inc.*, Case No. 3:13-cv-04065-VC) on December 1, 2016, to consider whether to approve the settlement and the request for attorneys' fees by the plaintiffs' lawyers.

The plaintiffs' lawyers (Lichten & Liss-Riordan, P.C. of Boston, MA and San Francisco, CA) have requested $3,675,000 in fees and costs, which represents approximately 14% of the total settlement fund, for investigating the facts, litigating the case, and negotiating the settlement. The fees and costs will be paid out of the settlement fund. **The plaintiffs' lawyers have submitted a fee petition to the court that details their request. To request a copy of the fee petition, email the Settlement Administrator at info@lyftdriverlawsuit.com, or you may contact Plaintiffs' counsel at lyftlawsuit@llrlaw.com. If you have an objection to the plaintiffs' attorneys' fee request, you may raise it with the court by submitting it to the Settlement Administrator at the address below no later than November 30, 2016.**

For more information, visit www.lyftdriverlawsuit.com or call (855) 907-3215, or write to Lyft Class Action Settlement, Settlement Administrator, c/o GCG, PO Box 35129, Seattle, WA 98124-5129.

If you wish to UNSUBSCRIBE from future email messages from the Settlement Administrator with regard to this Settlement, please click on this link.

Clerk of the Court
U.S. District Court, N.D. Cal.
450 Golden Gate Avenue, 17th Floor
San Francisco, CA 94102

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

October 15, 2016

COTTER v. LYFT - OBJECTION

I object to the proposed settlement in Cotter v. Lyft for the following reasons:

1. The settlement does not resolve the important issue of whether Lyft drivers are employees or independent contractors. I believe that there are sufficient indicia of control to conclude that drivers are, legally, employees and not independent contractors. The settlement fails to reach a determination on this important issue. The Court should reject the settlement and proceed towards a ruling.

2. The settlement should be rejected because no class participant can reasonably calculate the value of his or her claim and make an informed decision about whether the payment is a satisfactory exchange for the relinquishment of the claim.

3. The settlement structure is unfair, providing higher point values for certain periods of time and length of driving activity.

4. The proposed settlement fails to permit a driver to object to the settlement before deciding whether to continue in the settlement or exclude one's self from the settlement. Well-founded objections may lead to a change in the settlement, and alter a driver's decision to submit a claim or to exclude one's self from the settlement.

For these reasons, the Court should reject the settlement.

I do not intend to appear at the Fairness Hearing, either in person or through an attorney.

Christopher Vaeth

Christopher Vaeth
[redacted]

Joseph P. Soldis
[redacted]

October 29, 2016

VIA U.S. Mail

Clerk of the Court
U.S. District Court, N.D. Cal.
450 Golden Gate Avenue, 17th Floor
San Francisco, CA 94102

Lyft Class Action Settlement
Settlement Administrator
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

RE: Cotter v Lyft - Formal Objection to Proposed Class-Action Settlement

OBJECTING PARTY:
Joseph P. Soldis
[redacted]
Note: I intend on appearing at the Fairness Hearing on December 2, 2016, at 10:00am.

Dear Honorable Judge for the United States District Court, Northern District of California:

I respectfully submit the following statement to support my objection to the proposed class-action settlement before the court. While I appreciate that counsel for both sides is anxious to settle (for obvious reasons), I feel strongly that the Court has a duty to ensure that the settlement is in the best interests of the people affected by the settlement. As it stands, the settlement fails to address a number of issues that have been raised – and should be addressed before the Court signs off on any proposed settlement agreement.

Factual and Legal Reasons for my Objection: Counsel for the "Class" raced off to the finish line in near world-record speed without due regard for the rights and interests for the represented parties. Counsel also misrepresented the terms and conditions of the "settlement" to the class in hopes a quick settlement and pay out for attorneys' fees, rather than seeking what is in the best interest of their clients.

For example I raised the below concerns with class-counsel. Counsel replied and falsely informed me that some of my proposed concerns "will be included as part of the settlement" – yet my review of the proposed agreement is inconsistent with this false representation to me. Until counsel resolves these remaining concerns, it would be unjust for the Court to sign off and approve this "agreement" which was rushed through the court process without due regard for the interests of the Lyft drivers.

Here are my concerns:

1) PASSENGER MANIFEST INFORMATION: If driver is an independent contractor as Lyft claims, then they should have access to passenger information (e.g. names, contact information, etc). This is similar to a manifest list for a courier. Lyft doesn't allow drivers access to this information. I have no idea who I am picking up, anything about them, including contact information in the event that I may have a claim against the passenger for any reason. When I allow a total stranger into my vehicle, I should know who they are. There are a number of reasons. First my car was damaged by a passenger but Lyft refused to provide me with the passenger information short of a lawsuit. I should be able to first contact the passenger and send a demand letter prior to filing a small claims lawsuit. My vehicle was damaged and the Small Claims Court would not allow me to file a small claims lawsuit against a "Doe." Lyft refused to provide passenger information due to "privacy reasons" without a subpoena. It was a catch 22 situation and ultimately there was nothing I could do about the damage to my vehicle. against "Doe" then seeking a subpoena from Lyft which is not due until the day of trial This should be addressed before this case is settled.

2) SAFETY CONCERNS FOR DRIVERS: A driver should know where they are going before they give someone a ride. As an independent contractor, I should be able to decide when I drive and where I am willing to drive prior to accepting the ride request. For example, due to safety reasons, I have no interest nor will I drive someone into or pick up a passenger in a known dangerous neighborhood. There are parts of any city that are known to be dangerous, unsafe and where risk is very high. I would like to draw a circle (circumference) and/or identify areas that I am unwilling to provide services (whether it is picking up a passenger or dropping one of). As an independent contractor, I hold this exclusive right. This is for my safety. I would not want my 18 year old niece driving into a dangerous gang area or low income "drug area" – and risk her life to pick up a total stranger at 2am – all for a $5.00 ride to another "unknown" destination. The request is entirely unreasonable.

3) TRIP DETAILS PRIOR TO ACCEPTING TRIPS: Lyft refused to provide trip details to a driver before they decide whether to accept or deny a trip. They learn about the details after the passenger is seated in their vehicle. It can create a hostile situation and be unsafe to suddenly ask someone to get out of the vehicle and cancel the ride after determine that the destination is unsafe or doesn't make financial sense. A driver should be first presented with the pick up location, number of passengers and destination before they decide to accept or deny the trip. Moreover, Lyft should not retaliate or take disciplinary action against a driver who declines a trip, for any reason.

For example, makes no financial sense to pick a passenger up in San Francisco and drop them off in San Jose in the morning. The driver then would have to drive all the way back to San Francisco in heavy traffic (which could take 60-90 minutes) – without any compensation for travel time, gas, mileage, etc. This should be addressed before any settlement is considered.

4) FAILURE TO REIMBURSE TOLLS/EXPENSES: Tolls when rides request are canceled: If a driver incurs tolls prior to picking up a passenger, and the passenger cancels, Lyft refused to reimburse the driver for those tolls. For example, I have evidence of at least three occasions where a driver was asked to cross a bridge in the bay area and was not reimbursed for

bridge toll because the passenger either canceled just prior to pick up or was a "no show" or was not in the vehicle at the time that the toll was incurred. This is improper and should be addressed before any settlement is considered.

5) FAILURE TO PAY DRIVER PURUSANT TO MINIMUM HOURLY GUARANTEE /OFFERS: Lyft continues to engage in blatant fraud when it advertises/represents to drivers in which they "guarantee" a minimum "hourly pay" for drivers. First the hourly pay suggests that the drivers are in fact employees, not independent contractors. Second, Lyft does not honor their offer. I am happy to testify at "Fairness Hearing" and provide proof of their fraudulent scheme and leave the court with no question that Lyft is not operating fairly. Unfortunately, Lyft utilizes their hired guns, "Seyath Shaw" to intimidate and/or threaten the drivers against filing a claim or complaint against Lyft about this fraudulent advertising scheme.

Not only does Lyft fail to pay the drivers pursuant to their "minimum hourly guarantee" but Lyft intentionally creates a barrier to prevent a driver from "qualifying" for the rate. For example, Lyft requires that a driver remain in the "downtown zone" for 50 of the 60 minutes in order to qualify for the rate. However, Lyft conveniently matches a driver with a passenger who is traveling outside the zone – as an unconscionable effort to avoid paying the "minimum hourly guarantee".

6) RETALIATORY PRACTICES AGAINST DRIVERS: Lyft has demonstrated a pattern and/or practice of retaliatory misconduct/discipline who decline to accept a trip request. There are a number of reasons that a driver may not wish to accept a trip request, several were cited above. Sometimes the passenger and driver mutually agree that the trip should be canceled – but both are in disagreement as to who will cancel it (both fearing either a fee or discipline by Lyft). It is well documented that Lyft will put the driver on a "time out" if they see that the driver a driver declining trip requests. Yet Lyft won't disclose the terms/conditions of this policy- and worse, Lyft never informs the driver that they are on "time out." So the driver ends up wasting time/gas driving around –aimlessly looking for a "trip" when in fact- no such trip will be assigned. In essence- Lyft will not assign any trips to the driver – without any notice, no reason, no ability to appeal or explain why a trip was canceled. This is a practice that Lyft employs to discipline drivers who don't accept a trip request and/or cancel a trip request – without any recourse for the driver. In some cases the trip request is absurd (15-20 minutes away – i.e. a driver is in San Francisco and the passenger is in another county- Sausalito – Marin County) seeking a short ride. It simply make no financial sense for the driver to drive that far for a $5.00 trip request and then not even be reimbursed the $7.00 bride toll to get back into the city).

7) FAILURE TO PAY DRIVERS PROPERLY FOR "LYFT-LINE" (aka/carpools): Drivers have discovered that Lyft does not fairly pay drivers for multiple passengers going to different locations – aka "Lyft Line." Say for example three separate people are picked up from San Francisco airport and driven to San Francisco. Passenger 1 is dropped off in downtown, passenger 2 is dropped off in Pacific Heights and passenger 3 is dropped off only a block from passenger 2. Lyft charges each passenger for the full fare from SFO to their destination- but does not pay the drivers for each ride. Instead, Lyft pays the driver for the full distance of SFO

to the final stop and a small token for the 2nd and 3rd passenger. So while passenger 3 may pay $18.00 from SFO to his/her final destination, Lyft may only pay the driver for the distance between passenger #2's stop and #3's stop (2 blocks – maybe $5.00). Lyft should be paying the drivers their share of the full distance driven for each passenger- after all – Lyft is charging each passenger for the full distance driven. This is not fair to the drivers who incur wear and tear on their vehicles. Moreover, once again, the driver's don't know where they are going and how many passengers they are accepting before the decide whether to accept a Lyft-Line request. Moreover, a Lyft Line request also allows Lyft to re-route you mid-trip to pick up and drop off other Lyft Line passengers. The Lyft Line system is poorly designed and the driver's are not adequately compensated.

8) LYFT RETALIATES AGAINST DRIVERS FOR DECLINING LYFT-LINE: Because Lyft doesn't allow for a setting to"opt out " of Lyft-Line requests, if a driver refused/declines a Lyft Line (for the reasons stated in No. 7, above), the drivers are subject to discipline – such as Time Outs and/or refused future trip requests. A driver can be terminated if they decline "too many" requests. If driver's are independent contractors as Lyft contends, then they should decide what services they are willing to provide, who they are going to pick up, the number of passengers they want in their vehicle at one time (perhaps for safety concerns or wear and tear) and where they are going. The more control that Lyft exercises over these employees reduced their argument that these "independent contractors" are not in fact employees.

CONCLUSION: If the intent of the lawsuit is to protect the rights and interests of the drivers, then the settlement agreement before the court doesn't even come close to addressing those concerns. Furthermore, in addition to the issues I raised above, the larger issue before the court is whether the drivers are employees or independent contractors. With hundreds of thousands (of not more) people that would be impacted by this settlement, I think that the Court should demand that this issue be resolved before any settlement agreement can be reached. Otherwise, this settlement agreement serves no purpose other than to line the coffers of the Plaintiff's firms – and to allow Lyft to dodge another bullet. The State of California, in at least one publicized decision has already ruled that drivers are "employees" – and other countries are following in this direction. I urge the court to ensure that these issues are resolved before giving the nod to any agreement currently before the court.

Respectfully submitted,

Joseph P. Soldis

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PATRICK COTTER, ALEJANDRA MACIEL, and JEFFREY KNUDTSON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

LYFT, INC.,

Defendant.

Case No. 3:13-cv-04065-VC

OBJECTION OF KERRY ANN SWEENEY TO PROPOSED SETTLEMENT AND NOTICE OF INTENT TO APPEAR

NOW COMES, Pro Se Objector, Kerry Ann Sweeney, and hereby files these objections to the proposed settlement in this matter.

PROOF OF MEMBERSHIP IN CLASS

Upon information and belief Kerry Ann Sweeney ("Objector") believes she is a member of the class as defined in that certain Notice of Class Action Settlement which is undated. She has filed a timely claim on August 31, 2016, via the internet, pursuant to the directions in the Notice of Class Action Settlement. Her Claim No. is: [redacted]. Her address and telephone number are listed at the conclusion of this objection.

NOTICE OF INTENT TO APPEAR

Objector hereby gives notice that she does not intend to appear at the Fairness Hearing presently scheduled for December 1, 2016 at 10:00 a.m. PST, at the United States District Court for the Northern District of California, Courtroom 4, 17th Floor, 450 Golden Gate Ave., San Francisco, CA 94102.

REASONS FOR OBJECTING TO THE SETTLEMENT

For the following reasons, inter alia, the Settlement Agreement is not fair, reasonable nor adequate:

1. Claims administration process fails to require reliable future oversight, accountability and reporting about whether the claims process actually delivers what was promised. The proposed settlement orders no counsel, not various class counsel nor any defense attorney (notwithstanding the large amount of attorney fees to be earned by the numerous law firms involved in this case) to monitor the settlement process to its ultimate completion.

   It would obviously be more prudent to withhold a portion of Class Counsel's fee until the entire distribution process is complete. Furthermore, it would also be judicious to require Class Counsel (and perhaps Defense Counsel as well) to report back to this Honorable Court with a final summary and accounting of the disbursement process (even if brief) in order to confirm that this matter has been successfully concluded and to allow this Honorable Court to "put its final stamp of approval" on the case.

   Objector is aware that this is not the "usual" procedure in Class Action proceedings. Nonetheless, Objector submits the suggested process is an improvement to the present procedure which is the status quo in Class Action cases. Also nothing in the above proposed procedure violates the letter or spirit of the Class Action Fairness Act of 2005, 28 U.S.C. Sections 1332(d), 1453, and 1711–1715, (the "Act") Rule 23 F.R.C.P. (the "Rule") nor the body of case law developed (all three collectively referred to herein as "Class Action Policy"). Objector hereby urges this Honorable Court to adopt such a procedure as a "best practice standard "for Class Action settlements.

2. No amount of attorney fees is to be withheld to assure Class Counsel's continuing oversight and involvement in implementing the settlement. Objector hereby contends that the withholding of a reasonable sum of

awarded attorneys fees would elevate the concerns raised herein regarding Paragraphs No. 2 above.

3. Attorney fees do not depend upon how much relief is actually paid to the Class Members. It appears that the proposed settlement will award Class Counsel its fee notwithstanding the amount of relief. This practice would be considered inequitable at best and excessive at worse in many other area of the law when awarding attorney fees.

4. The fee calculation is unfair in that the value of the settlement to Class Members falls short of the purpose of the Class Action, i.e. reclassification from independent contractor status to employee status.

5. The amount of attorney fees are too high. After a review of the Docket there appears to be only 260 docket entries. In addition, very few of the Docket Entries were substantive in nature. There was no Motion for Summary Judgment. There was no prolonged discovery dispute. There was no trial. This is hardly the record of a case justifying Class Counsel's requested Attorneys' Fees in the amount of $3,675,000.00.

6. No fee request is reasonable in the absence of documentation, including detailed billing records (including hourly rates of the professionals, hours accumulated and reasonable cost incurred), which can be evaluated by Class Members and the Court to determine the reasonable nature (or not) of the request.

7. Some *cy pres* procedure needs to be articulated so that Class Members and the Court can intelligently comment, object or approve the appropriateness of the *cy pres* procedure, recipient and amount of the *cy pres* distribution. The *cy pres* distribution and recipient should have a direct and substantial nexus to the interests of absent class members and thus properly provide for the 'next best distribution' to the class. Whatever method is used to arrive at determining an appropriate *cy pres* procedure and recipient can be a legitimate discussion between informed parties and therefore appropriate. Allowing the process to be undetermined leaves out a significant factor on which to determine if the Settlement is fair and adequate.

8. The Notice is inadequate in that it does not contain a draft of the Settlement Agreement.

9. The Objector hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.

CONCLUSION

WHEREFORE, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;

2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed settlement.

3. Award an incentive fee to this Objector for his role in improving the Settlement, if applicable.

Respectfully submitted,

Claimant ID: [redacted]

Verification #: [redacted]

Kerry Ann Sweeney

Kerry Ann Sweeney, Pro Se Pro SE

[redacted]

CERTIFICATE OF SERVICE

I hereby certify that on October 27, 2016, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for Northern District of California 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102 by sending this document via U.S. First Class Mail so that this document would be delivered within the timeframe described in the Legal Notice published in this case. In addition, when the Clerk files this document in the docket for this case all parties in this case who use the CM/ECF filing system will be noticed. In addition, the undersigned has sent a copy via U.S. First Class Mail to the Settlement Administrator at the address listed in the Legal Notice.

Kerry Ann Sweeney

Kerry Ann Sweeney, Pro Se Pro SE

James Cheney
[redacted]

Date: Sep 27, 2016

Clerk of the Court
U.S. District Court, N.D. Cal.
450 Golden Gate Avenue, 17th Floor

Re:
Cotter v. Lyft, Inc.
c/o GCG
P.O. Box 35129
Seattle, WA 98124-5129

San Francisco, CA, 94102

Dear Court:

I am writing to protest the agreement presented regarding Cotter v. Lyft. I do not see where justice is being served in this case. I don't believe LYFT should be liable for millions of dollars and I don't believe any wrongs are being righted by awarding millions of dollars spread out across thousands of people. The only real beneficiaries are the lawyers presenting the case, and to a much smaller extent, the primary plaintiffs. I believe justice would be served by having reasonable fees paid to the lawyers and LYFT revising their policies. Reasonable fees would be more in line with a competitive rate being applied to a couple of work days of reviewing the law and similar cases, and sitting down with LYFT and an arbitrator or judge to come to a reasonable resolution.

Three million plus dollars paid to lawyers to correct a marginal and questionable wrong? A huge penalty applied to a company who provides a pleasant and useful interface to meet needs of both drivers and passengers, with no intentional misleading of anyone? An award that might amount to a cup of coffee for the supposedly affected parties? This is a prime example of a "justice" system which benefits only lawyers: not the involved parties and not the public.

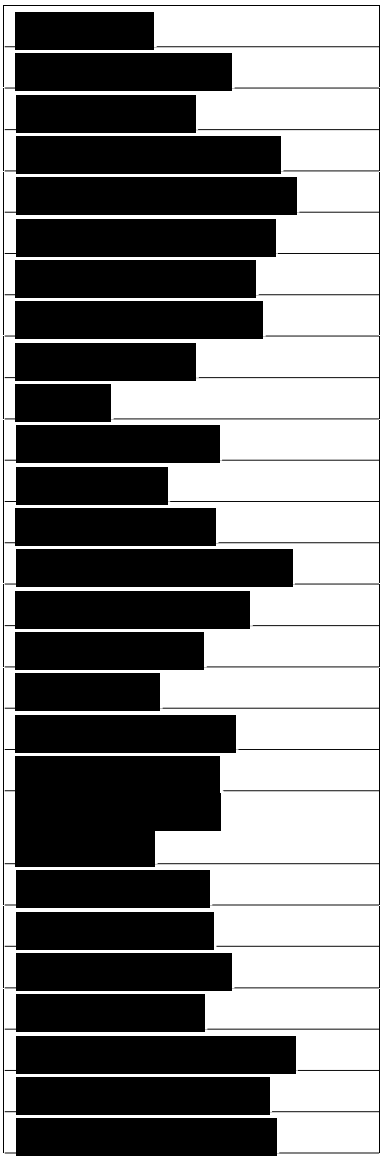
I ask that you consider only requiring LYFT to revise their policies going forward, and compensate the lawyers for a reasonable rate for a reasonable amount of work, not enrich them at the expense of all other parties involved, who get no real benefit.

Sincerely,

James Cheney
concerned citizen and LYFT driver

Cotter v. Lyft, Inc. – Timely Opt-Out Requests

Name
[redacted]



* Names with an asterisk have more than one potential match in the Defendant's data.

Names with a pound sign indicate that the Opt-Out Request did not contain both an address and telephone number for the Class Member.

+ This person is not contained in the Defendant's data.

Cotter v. Lyft, Inc. – Untimely Opt-Out Requests

Name
[redacted]
[redacted]

+ This Class Member's Opt-Out Request did not contain a postmark and was received by GCG on 11/14/2016.

* The Opt-Out Request submitted for this Class Member did not contain her address and telephone number.