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**FILED**  
San Francisco County Superior Court  
AUG 12 2021  
CLERK OF THE COURT  
BY: L. W. Zahena  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

Case No. CJC-20-005068

COORDINATION PROCEEDING SPECIAL  
TITLE [RULE 3.550]

POSTMATES CLASSIFICATION CASES

Included Actions:

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

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

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

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

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

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

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 This matter came before The Honorable Suzanne R. Bolanos of the Superior Court of the  
2 State of California, in and for the County of San Francisco, at 2:00 p.m. on July 21, 2021, with  
3 Lichten & Liss-Riordan P.C. as counsel for Plaintiffs and Gibson Dunn & Crutcher LLP  
4 appearing as counsel for Defendant Postmates Inc. ("Postmates" or "Defendant") (collectively,  
5 "the Parties"). On the basis of the proposed Settlement Agreement, appended as Exhibit 1 to the  
6 July 21, 2021 Declaration of Shannon Liss-Riordan, the filings related to the motion for  
7 preliminary approval, and the arguments of counsel,

8 **IT IS HEREBY ORDERED:**

9 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
10 terms defined therein shall have the same meaning in this Order as set forth in the Settlement  
11 Agreement.

12 2. The Settlement Agreement preliminarily appears to be within the range of possible final  
13 approval, such that notice should be provided to the Settlement Class.

14 3. Preliminary Approval of the Settlement Agreement is granted.

15 4. For settlement purposes only, the following Settlement Class is conditionally certified:  
16 "Any and all individuals who entered into an agreement with Postmates to use the Postmates  
17 platform as an independent courier to offer delivery services to customers, and used the Postmates  
18 platform to accept or complete at least one delivery in California between June 3, 2017, and  
19 January 1, 2021."

20 5. For settlement purposes only, the proposed Settlement Class meets the requirements for  
21 certification under section 382 of the California Code of Civil Procedure in that: (a) the proposed  
22 Settlement Class is ascertainable and so numerous that joinder of all members of the Settlement  
23 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-  
24 defined community of interest amongst the members of the Settlement Class with respect to the  
25 subject matter of the litigation; (c) the claims of the named plaintiffs are typical of the claims of  
26 the members of the proposed Settlement Class; and (d) a class action is superior to other available  
27 methods for the efficient adjudication of this controversy.

28

1 6. For settlement purposes only, Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn  
2 Timmerman, Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado,  
3 Kristie Logan, Shericka Vincent, and Wendy Santana are appointed as class representatives. The  
4 Court preliminarily finds that Jacob Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman,  
5 Joshua Albert, Melanie Anne Winns, Ralph John Hickey, Jr., Steven Alvarado, Kristie Logan,  
6 Shericka Vincent, and Wendy Santana will adequately represent the Settlement Class in  
7 accordance with C.C.P. § 382 for settlement purposes.

8 7. For settlement purposes only, Lichten & Liss-Riordan P.C. is designated as Class Counsel.  
9 The Court preliminarily finds that Class Counsel will represent the interests of the Settlement  
10 Class fairly and adequately in accordance with C.C.P. § 382 for settlement purposes.

11 8. The Court hereby appoints Simpluris as Settlement Administrator.

12 9. The Notice packet is approved as to form and content. A copy of the approved Notice is  
13 attached hereto as Exhibit 1. A copy of the approved Claim Form is attached hereto as Exhibit 2.

14 10. The proposed plan for distributing the Notice packet set forth in the Settlement Agreement  
15 at Section 6 meets the requirements of due process and constitutes the best notice practicable  
16 under the circumstances.

17 11. The provision of website notice as set forth in the Settlement Agreement at Section 6.9 is  
18 approved. The website must include: the Notice, the Claim Form, the Second Amended  
19 Complaint, the Settlement Agreement, and all papers and all orders filed in connection with all  
20 preliminary approval motions. Moreover, all papers filed in connection with final approval of the  
21 settlement, and fee and expense applications must also be promptly posted to the website.

22 12. The procedures set forth in the Settlement Agreement at Sections 7 and 8 for objecting to  
23 and requesting exclusion from the proposed settlement are approved.

24 13. A Final Approval hearing is set for November 3, 2021 at 2:00 p.m. in Department 303 of  
25 the Superior Court of California, County of San Francisco, located at 400 McAllister Street, San  
26 Francisco, California 94102. At the Final Approval hearing, the Court will consider whether the  
27 Settlement Agreement is fair, whether Class Counsel's application for fees and costs should be  
28 approved, whether Plaintiffs' requests for service awards should be approved, whether the

1 proposed cy pres beneficiary is appropriate, and all other matters that the Court deems  
2 appropriate.

3 14. The following dates are set:

4 Defendant to Provide Class Contact	Within fourteen (14) calendar days
5 Information to the Settlement Administrator	from entry of this order
6 Notice to be Distributed	Within twenty (20) calendar days
7	from entry of this Order
8 Deadline for Settlement Website to Go Live	Within twenty (20) calendar days
9	from entry of this Order
10 Deadline for Class Members to Submit Claim	Within sixty (60) calendar days after
11 Form	the date the Notice is sent to the
12	Settlement Class
13 Deadline for Class Members to Submit an	Within sixty (60) calendar days after
14 Objection	the date the Notice is sent to the
15	Settlement Class
16 Deadline to Request Exclusion from Class	Within sixty (60) calendar days after
17	the date the Notice is sent to the
18	Settlement Class or, in the case of a
19	re-mailed Notice, within sixty (60)
20	calendar days of the re-mailed
21	Notice
22	
23 Deadline for Plaintiffs to File a Motion for	No later than twenty-one (21) days
24 Attorneys' Fees, Costs, and Service Awards	before the Exclusion/Objection
25	Deadline; any opposition briefs shall
26	be filed fourteen (14) days before
27	the Final Approval hearing; and any
28	reply briefs shall be filed seven (7)

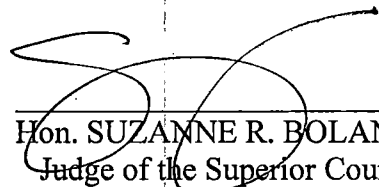
	days before the Final Approval hearing
Deadline for Plaintiffs to File a Motion for Final Approval of Class Action Settlement	No later than twenty-one (21) days before the Exclusion/Objection Deadline; any opposition briefs shall be filed fourteen (14) days before the Final Approval hearing; and any reply briefs shall be filed seven (7) days before the Final Approval hearing
Final Approval Hearing	November 3, 2021 at 2:00 p.m. in Department 303

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15. The Court reserves the right to continue the date of the final approval hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

**IT IS SO ORDERED.**

Dated: 8/12/21

  
 Hon. SUZANNE R. BOLANOS  
 Judge of the Superior Court

# EXHIBIT 1

**Please read notice below and CLICK HERE if you want to claim your share of the settlement.**

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

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

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

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

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

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

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

**OPTION 1: PARTICIPATE IN THE SETTLEMENT**

**Submit a Claim and Receive a Payment**

If you are a member of the Settlement Class, you must **submit a claim** [[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 Settlement Administrator as explained below.

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

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

**Object to the Settlement**

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

Directions are provided below in Section 8.

**Dispute the Information in Postmates’ Records**

As explained below in Section 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 January 1, 2021. 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 Settlement 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 (except the PAGA claims) in a different lawsuit or in individual arbitration. See Section 4 below for more information.

Instructions to exclude yourself are set forth below.

**1. Why did I get this Notice?**

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

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

The Settlement Class is defined as the following:

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

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

**2. What is the class action lawsuit about?**

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

The coordinated cases are known as *Postmates Classification Cases*, Case No. CJC-20-005068 (San Francisco Super. Ct.).

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

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

The Court did not decide in favor of the Plaintiffs or the Defendant in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement through a formal conference with an experienced mediator. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Postmates' favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiffs believe that the amount Postmates has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

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

**3. What are the terms of the settlement?**

The full settlement agreement is available at [http://www.\[website\].com](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 \$32,000,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in Section 4.

The settlement amount includes:

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

Winns, Hickey, Jr., Alvarado, Logan, Vincent, and Santana.

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

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

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

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

Any and all present and past claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) that are based on or reasonably related to the claims alleged in or that could have been alleged in the *Rimler* Second Amended Complaint, and all misclassification claims, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (only for those Settlement Class Members who submit a valid and timely Claim Form); California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804; the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; California Business and Professions Code sections 17200 *et seq.*; and any other similar state, federal, local, or common law, statute, regulation, or ordinance for unpaid wages, minimum wages, regular wages, tips, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil

penalties, equitable remedies, and/or pre- or post-judgment interest at any time between June 3, 2017 and January 1, 2021.

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

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

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

If you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit or legal proceeding in any forum (including arbitration) against Postmates and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this litigation will apply to you and legally bind you.

**If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at [www.\[website\].com](http://www.[website].com) or any other lawyer.**

**5. How much will my payment be?**

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

**According to Postmates’ records, you have driven an estimated [ ] 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 settlement and the amount ultimately awarded in attorneys' fees and incentive payments to the named plaintiffs. Assuming a 50% claim rate for the settlement, your estimated settlement payment would be approximately \$[redacted]. Assuming a 100% claim rate for the settlement, your estimated settlement payment would be approximately \$[redacted].

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

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

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

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

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

**6. How can I get a payment?**

To receive a payment under this settlement, you must submit a claim by [redacted].

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

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

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

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

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

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

[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). If you are submitting a request for exclusion by email, your request must be made from your email address used to sign up on the Postmates platform, and your typed name at the end of the email shall constitute your "signature". Your request for exclusion must be postmarked or emailed no later than [redacted], 2021. Written requests for exclusion that are postmarked or emailed after this date, or that are unsigned by an individual Settlement Class Member, will be rejected, and those Settlement Class Members will remain bound by the settlement and the releases described above.

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

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

Any Settlement Class Member who has not opted out and believes that the settlement should not be finally approved by the court for any reason may object to the proposed settlement by submitting a written request to the Claims Administrator via postal mail or in the body of an email.

The address to send objections to the Claims Administrator is:

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

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

The objections must be sent to the Claims Administrator on or before [redacted], 2021.

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

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

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

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

You may call the Settlement Administrator at \_\_\_\_\_ or write to [Settlement Administrator Mailing Address and Email Address]. You can also contact Class Counsel at [insert number] or check the settlement administration website at [www.\[website\].com](http://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 CJC-20-005068. You will see the "Register of Actions" page, where you can view all the motions and court orders that have been filed in this case. This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116.

The address for Class counsel is as follows:

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

You can also visit the settlement administration website at [www.\[website\].com](http://www.[website].com) to view the following documents:

- The Second Amended Complaint;
- The Settlement Agreement;
- The Notice;
- The Court's Order Preliminarily Approving the Settlement;



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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

EXHIBIT 2

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

**CLAIM FORM**

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

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

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

\_\_\_\_\_.

Settlement 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)

POSTMATES CLASSIFICATION CASES

Case No: CJC-20-005068

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

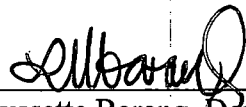
I, Lyssette Bareng, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On August 12, 2021, I electronically served the attached document via File & ServeXpress™ on the recipients designated on the Transaction Receipt located on the File & ServeXpress™ website.

Dated: August 12, 2021,

T. Michael Yuen, Clerk

By: \_\_\_\_\_

  
Lyssette Bareng, Deputy Clerk