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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 JUAN SARAVIA, individually and on behalf)
 12 of all others similarly situated,)
 13 Plaintiffs,)
 14 vs.)
 15 DYNAMEX, INC., et al.)
 16 Defendants.)

Case No. 3:14-cv-05003-WHA

~~PROPOSED~~ **ORDER RE SUPPLEMENT**
TO JOINT PLAN FOR DISTRIBUTION
OF NOTICE

Judge: Hon. William H. Alsup

Complaint Filed: November 12, 2014

~~PROPOSED~~ ORDER

1 The Court has received and considered the Parties’ Supplement to Joint Plan for
2 Distribution of Notice of Collective Action Pursuant to Court Order and Exhibits A and B thereto.

3 The Supplement seeks approval of modifications to the proposed notice of collective action
4 to be sent to the conditionally certified collective. The Parties have agreed to modify the
5 language of the proposed notice in light of the Court’s November 12, 2015 Order Clarifying
6 Scope of Conditionally Certified Collective Action (the “Clarification Order”) [ECF 100]. The
7 change clarifies that the conditionally certified collective is limited to “those drivers in California
8 that signed agreements based on the 2011 and 2012 template [agreements].” Id. at 1:28-2:2. The
9 Parties also have agreed to state in the notice that the collective is limited to drivers “who make
10 their deliveries out of an operating location at which Dynamex has a physical presence,” which
11 was part of the definition of the collective originally proposed by Plaintiff, as well as a few non-
12 substantive changes.

13 The Parties’ Supplement to the Joint Plan for Distribution of Notice (“Supplement”) also
14 explains that they are attempting to resolve a dispute that has arisen regarding the scope of the
15 conditionally certified collective, with respect to the portion of the definition that limits the
16 collective to individuals and entities “who make their deliveries out of an operating location at
17 which Dynamex has a physical presence.” The parties currently disagree about how this
18 definition relates to ‘on demand’ drivers. The Supplement explains that ‘on demand’ drivers
19 generally make deliveries from a variety of locations, and that some ‘on demand’ drivers have
20 made one or more deliveries from a Dynamex facility. The Supplement reports that the Parties
21 are meeting and conferring to determine whether they can resolve their disagreement regarding
22 the scope of the conditionally certified collective as it applies to the on demand drivers. As part
23 of this process, Defendant has started extracting and compiling delivery records for all ‘on
24 demand’ drivers who have made deliveries from a Dynamex facility in California during the
25 Class Period. Defendant anticipates that the further collection and review of documents will take
26 approximately six weeks.

1 Good cause shown, and in accordance with the stipulation of the Parties, the Court
2 HEREBY ORDERS as follows:

3 1. The proposed form of notice set forth in Exhibit B to the Parties Supplement to Joint
4 Plan for Distribution of Notice, with modifications to reflect the Court’s Clarification order, is
5 HEREBY APPROVED.

6 2. The date for distribution of notice is HEREBY EXTENDED from December 7,
7 2015, to January 18, 2016, in accordance with the stipulation of the Parties.

8 3. The Parties shall meet and confer as to whether and the extent to which “on-
9 demand” drivers are part of the conditionally certified collective for purposes of receiving notice,
10 and shall report to the Court as to whether they have reached an agreement or, if they have not
11 reached an agreement, their respective positions, no later than January 6, 2015.

12
13 IT IS SO ORDERED.
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15 Dated: December 8, 2015



THE HONORABLE WILLIAM H. ALSUP

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