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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JUAN SARA VIA, individually and on behalf  
of all others similarly situated,

No. C 14-05003 WHA

Plaintiff,

v.

DYNAMEX, INC., DYNAMEX FLEET  
SERVICES, LLC, DYNAMEX  
OPERATIONS EAST, INC., and DYNAMEX  
OPERATIONS WEST, INC.,

**ORDER REJECTING  
PROPOSED FORM  
OF NOTICE**

Defendants.

The proposed form of notice states, “If you do not exclude yourself, challenge, or object, and fail to cash your check, you will still remain a part of the case and will still release all claims asserted in the lawsuit.” This is contrary to the representations made at the hearing on preliminary approval. The parties shall explain this discrepancy **IMMEDIATELY**.

Additionally, the parties shall please make the following edits (a copy with these edits is appended to this order):

- On page 1, delete the text “This Notice Is Not A Communication From the Court . . . .” through the end of that paragraph.
- On page 1, the first paragraph below the line should be in present tense.
- On page 1, “The Court has potentially approved this settlement” should read “The Court has preliminarily approved this settlement.” Please also add the text “, subject to a further hearing to consider any objections by opt-ins.” to the end of that sentence.

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- On page 2, add the following sentence to the end of the first full paragraph: “You have the right to opt-out of the settlement, as described below.”
- On page 2, delete the sentence that begins “A person who does not exclude himself . . . .”
- The formatting of the boxes on pages 2 and 3 are inconsistent. Two boxes have additional lines at the end of the text, two do not. Please resolve this inconsistency. (The additional space at the end is preferable.)
- On page 3, in the “Challenge/Object But Do Not Exclude Yourself” box, the sentence that begins “If you a challenge or object” appears to be missing a word.
- On page 3, in the paragraph with the heading “What are the terms of the Settlement?” there is a reference to “calculated overtime.” The redlined copy of the notice reveals that the phrase “calculated overtime” was edited to “potential overtime” in the following paragraph. Please resolve this inconsistency.  
  
The term “calculated overtime hours” is preferable, inasmuch as the term “potential overtime hours” implies that the calculated number of overtime hours could later be adjusted downward. (To be clear, the Court understands the term “calculated” to preserve Dynamex’s contention that it owes no overtime hours.)
- On page 4, in the paragraph with the heading “Payments,” place a comma after “i.e.” in the phrase “i.e. Settlement Class Members.”
- On page 4, the paragraph below the “Estimated Settlement Payment” appears to have several sentences with only one space between them, which is inconsistent with the format of the rest of the notice. Please resolve this inconsistency.
- On page 5, the first sentence should refer to “the check that will be promptly sent after the Court finally approves the settlement.” (Adding the word “promptly”).
- On page 5, there are three lines between the “How You Get a Payment” section and the “Excluding Yourself From the Settlement” section, but there is only one line between subsequent sections. Please resolve this inconsistency.
- In the paragraph “How do I exclude myself?” the final sentence before the address block should read “The letter must be dated and signed, postmarked on or before March 2, 2017, and sent to and received at the following address:”
- On page 5, the heading “The Lawyers Representing You” should be centered, to be consistent with other headings at the same level.
- From pages 1 through 5, paragraphs are not indented. Beginning on page 5, they are indented. Please resolve this inconsistency. (No indentation is preferable.)

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- On page 6, place one blank line above the address block at the top and indent the address block an additional tab.
- All references to the office of the Clerk of the Court (pages 2 and 6) should refer to the 16th Floor, not the 19th Floor. (To be clear, the reference to the location of the fairness hearing on page 8 should *not* be changed.)
- On page 7, the second sentence in the paragraph with the heading “What is the difference between challenging/objecting and excluding?” should be edited to read “If you choose to challenge or object, you will stay in the settlement class irrespective of those challenges, unless you send a timely conditional request to be excluded, as explained above, in which case you can choose to remove yourself if those challenges are overruled.”

Although the Court has thoroughly reviewed the proposed notice to identify typographical and formatting errors, the parties must proofread the next version carefully, particularly since the edits above could introduce new errors. Additionally, the parties must ensure that all changes and corrections are properly reflected in the translated form of notice.

The proposed form of notice is **NOT APPROVED**. The parties shall please file a second amended proposed form of notice by **JANUARY 3 AT NOON**.

**IT IS SO ORDERED.**

Dated: December 30 , 2016.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE