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6   IN THE UNITED STATES DISTRICT COURT

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8   FOR THE NORTHERN DISTRICT OF CALIFORNIA

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10   JUAN SARAVIA, individually and on behalf   No. C 14-05003 WHA
     of all others similarly situated,
11

12   Plaintiff,

13   v.

14   DYNAMEX, INC., DYNAMEX FLEET   **NOTICE RE COURT'S VIEW**
     SERVICES, LLC, DYNAMEX   **OF DISPUTED TERM**
15   OPERATIONS EAST, INC., and DYNAMEX
     OPERATIONS WEST, INC.,

16   Defendants.
17   _____/

18   The Court is most disappointed that counsel for Dynamex misinformed the Court on a

19   provision of the settlement, namely, what would happen to drivers whose checks went

20   uncashed. The Court is willing to approve, if both sides agree, a codicil that "any driver who

21   receives a check will be subject to the release, whether or not the driver cashes the check, but in

22   any subsequent dispute over whether the driver actually received the check, the burden shall be

23   on Dynamex to prove that the driver received it. Dynamex shall further be entitled to a

24   presumption, rebuttable upon counter proof, that the driver received the check if Dynamex

25   shows it was sent to an address provided by the driver as correct." Further, plaintiffs' counsel

26   must contact each driver in the class to double-check on receipt of the check.

27   The parties shall respond in a joint statement by **2:00 P.M. TOMORROW, JANUARY 4**.

28   Additionally, please make the following edits:

          •   On page 1, delete the period before (the "Settlement") at the
                   end of the second paragraph below the line.

- On pages 2 and 6, add a comma between "excluding Court holidays" and "at the following address:"

- In the prior draft, the proposed notice referred to the "Dynamex Settlement." The current draft refers to the "Dynamex Settlement" in some parts and the "Saravia Settlement Administrator" in others. Please use consistent terminology throughout. ("Dynamex Settlement"/ "Dynamex Settlement Administrator" is preferable.)

- On page 8, there appear to be spaces between the @ and the domain name in Attorney Konecky's and Attorney Piller's email addresses. Please remove those spaces.

- On page 8, in the second full paragraph, "Parties" is capitalized. On page 9, in the first full paragraph "parties'" is not. Please use consistent capitalization. (Lowercase is preferred.)

IT IS SO ORDERED.

Dated: January 3, 2017.

WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE