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

BYRON MCKNIGHT, JULIAN MENA,
TODD SCHREIBER, NATE COOLIDGE, and
ERNESTO MEJIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., a Delaware
Corporation, RASIER, LLC, a Delaware
Limited Liability Company

Defendants.

CASE NO. 3:14-cv-05615-JST

**AMENDED STIPULATION OF
SETTLEMENT**

Hon. Jon S. Tigar, Presiding

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EXHIBIT LIST

- Exhibit A:** [Proposed] Final Order
- Exhibit B:** [Proposed] Final Judgment
- Exhibit C:** Payment Election Form
- Exhibit D:** [Proposed] Preliminary Approval Order
- Exhibit E:** Long Form Notice
- Exhibit F:** Settlement Administration Protocol
- Exhibit G:** Summary Notice
- Exhibit H:** Publication Notice and Banner Advertisements
- Exhibit I:** Declaration of the Settlement Administrator

1 Plaintiffs¹ Nate Coolidge, Byron McKnight, Ernesto Mejia, Julian Mena, Todd Schreiber,
 2 and Defendant Rasier, LLC and Uber Technologies, Inc., by and through their respective counsel, in
 3 consideration for and subject to the promises, terms, and conditions contained in this Amended
 4 Stipulation of Settlement, hereby stipulate and agree, subject to Court approval pursuant to Rule 23
 5 of the Federal Rules of Civil Procedure, as follows:

6 **I. RECITALS**

7 WHEREAS, on or about December 23, 2014, plaintiffs Matthew Philliben and Byron
 8 McKnight filed a putative class action lawsuit, on behalf of themselves and others similarly
 9 situated, against Uber Technologies, Inc. and Rasier, LLC, in the United States District Court for
 10 the Northern District of California, Case No. 4:14-cv-05615 (“*McKnight*”)², which asserted causes
 11 of action for alleged violations of California’s False Advertising Law (Cal. Bus. & Prof. Code
 12 § 17500 *et seq.*) and California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*)
 13 and which alleged, *inter alia*, that Defendants made misrepresentations and omissions regarding
 14 their “Safe Rides Fee,” their safety measures, and the nature and character of their background
 15 checks, on behalf of a putative nationwide class of consumers (*McKnight*, ECF Docket (“Dkt.”) 1);

16 WHEREAS, on or about January 6, 2015, Andrea Pappey filed a putative class action
 17 lawsuit, on behalf of herself and others similarly situated, against Uber Technologies, Inc., in the
 18 United States District Court for the Northern District of California, Case No. 3:15-cv-00064
 19 (“*Mena*”). On or about April 13, 2015, (i) the Complaint filed in *Mena* was amended to, among
 20 other things, add Plaintiffs Julian Mena, Todd Schreiber, Nate Coolidge, and Ernesto Mejia as
 21 representative Plaintiffs, and (ii) Andrea Pappey withdrew from the *Mena* lawsuit as a plaintiff.
 22 The *Mena* lawsuit asserted causes of action for Breach of Implied Contract (pursuant to California,
 23 Illinois, and Massachusetts law), alleged violations of California’s Consumers Legal Remedies Act
 24

25
 26 ¹ Unless otherwise defined, all capitalized terms used herein shall have the same meaning and
 effect as defined in Section II of this Amended Stipulation of Settlement, entitled “Definitions.”

27 ² On May 18, 2017, a Stipulation of Partial Dismissal of Matthew Philliben was filed
 28 dismissing all claims related to Matthew Philliben without prejudice. This matter is hereafter
 referred to herein as *McKnight, et al v. Uber Technologies, Inc. et al. McKnight*, Dkt. 122.

1 (Cal. Civ. Code § 1750 *et seq.*), California’s Unfair Competition Law (Cal. Bus. & Prof. Code
2 § 17200 *et seq.*), California’s False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*), and
3 Illinois Consumer Fraud Act (815 ILCS 502/2, *et seq.*) and which alleged, *inter alia*, that
4 Defendants made misrepresentations and omissions regarding their “Safe Rides Fee,” their safety
5 measures, and the nature and character of their background checks, on behalf of a putative
6 nationwide class, or in the alternative, a California, Illinois, and Massachusetts class of consumers.
7 (*Mena* Dkt. 28);

8 WHEREAS, on or about February 16, 2015, the Parties filed a Stipulation and [Proposed]
9 Order Relating Cases. The Court granted this stipulation on or about February 18, 2015 (*McKnight*,
10 Dkt. 23; *Mena*, Dkt. 19), and ordered that *Mena* and *McKnight* are related;

11 WHEREAS, on or about March 20, 2015, in response to the complaint filed in *McKnight*,
12 Defendants filed a Motion to Stay Proceedings Pending Arbitration (*McKnight*, Dkts. 25 to 29). The
13 *McKnight* plaintiffs filed their response in opposition to this Motion on or about May 14, 2015
14 (*McKnight*, Dkt. 37) and Defendants filed their Reply on or about May 26, 2015 (*McKnight*, Dkts.
15 38 to 39);

16 WHEREAS, on or about May 4, 2015, Defendants filed an Administrative Motion To
17 Determine Whether Cases Should Be Related seeking to relate *Mena* and *McKnight* to a lawsuit
18 entitled *L.A. Taxi Cooperative, Inc. et al. v. Uber Technologies, Inc. et al.*, Case No. 3:15-cv-01257,
19 filed on or about March 18, 2015 in the United States District Court for the Northern District of
20 California (“*L.A. Taxi*”) (*McKnight*, Dkts. 34 to 35). The Court granted this Motion on or about
21 May 12, 2015 (*McKnight*, Dkt. 36);

22 WHEREAS, on or about May 4, 2015, in the response to the first amended complaint filed
23 in *Mena*, Defendant, Uber Technologies, Inc. filed a Motion to Stay Proceedings Pending
24 Arbitration (*Mena*, Dkts. 31 to 36). The *Mena* plaintiffs filed their response in opposition to this
25 Motion on or about May 13, 2015 (*Mena*, Dkts. 37 to 38) and Defendants filed their Reply on or
26 about May 26, 2015 (*Mena*, Dkts. 39 to 41);

27 WHEREAS, on or about June 1, 2015, the *Mena* plaintiffs filed an Objection To And
28 Motion To Strike Reply Evidence Re Defendant’s Motion To Stay Proceedings Pending

1 Arbitration, Or In The Alternative, Request For A Surreply (*Mena*, Dkt. 42). On or about June 2,
2 2015, the Court granted the *Mena* plaintiffs leave to file a Surreply and continued the hearing on
3 Defendant's Motion to Stay from June 11, 2015 to July 2, 2015. (*Mena*, Dkt. 43);

4 WHEREAS, on or about June 9, 2015, the *Mena* plaintiffs filed a Surreply In Opposition To
5 Defendant's Motion To Stay Proceedings Pending Arbitration (*Mena*, Dkt. 45). On or about June
6 10, 2015, the *Mena* plaintiffs also filed a Statement of Recent Decision In Support of Plaintiffs'
7 Opposition To Defendant's Motion To Stay Proceedings Pending Arbitration (*Mena*, Dkt. 46);

8 WHEREAS, on or about June 29, 2015, the Parties filed a Stipulation With Proposed Order
9 For A Temporary Stay Pending Mediation (*Mena*, Dkt. 48; *McKnight*, Dkt. 48);

10 WHEREAS, on or about July 29, 2015, the Parties filed a Stipulation With Proposed Order
11 For A Second Temporary Stay Pending Mediation (*Mena*, Dkt. 52; *McKnight*, Dkt. 51);

12 WHEREAS, on July 29, 2015, the Parties filed a Stipulation and Protective Order (*Mena*
13 Dkt. 49; *McKnight* Dkt. 50), which was entered by the Court on August 3, 2015 (*Mena* Dkt. 51;
14 *McKnight* Dkt. 52);

15 WHEREAS, on or about August 24, 2015, the Parties attended an in-person mediation
16 session with the Honorable Carl J. West (Ret.) of JAMS;

17 WHEREAS, on or about September 17, 2015, the Parties filed a Joint Stipulation And
18 Proposed Order Updating The Court On Settlement Discussions And Requesting Extension Of
19 Temporary Stay Pending Further Mediation (*Mena*, Dkt. 56; *McKnight*, Dkt. 57);

20 WHEREAS, on or about October 2, 2015, the Parties attended a second in-person mediation
21 session with the Honorable Carl J. West (Ret.) of JAMS;

22 WHEREAS, on or about October 30, 2015, the Parties attended a third in-person mediation
23 session with the Honorable Carl J. West (Ret.) of JAMS;

24 WHEREAS, on or about November 16, 2015, the Parties filed a Stipulation and Proposed
25 Order Updating the Court on the Settlement Discussions and Requesting Extension of Temporary
26 Stay;

1 WHEREAS, on or about December 14, 2015, the Parties filed a Stipulation and Proposed
2 Order Updating the Court on the Parties' Settlement in Principle and Requesting that Arbitration
3 Hearing be Vacated;

4 WHEREAS, on or about January 7, 2016, Plaintiffs filed a Consolidated Class Action
5 Complaint, which asserted causes of action for Breach of Implied Contract, alleged violations of
6 California's Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*), California's Unfair
7 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*), California's False Advertising Law
8 (Cal. Bus. & Prof. Code § 17500 *et seq.*), and Illinois Consumer Fraud Act (815 ILCS 502/2, *et*
9 *seq.*) and which alleged, *inter alia*, that Defendants made misrepresentations and omissions
10 regarding their "Safe Rides Fee," their safety measures, and the nature and character of their
11 background checks, on behalf of a putative nationwide class, or in the alternative, a California,
12 Illinois, and Massachusetts class of consumers (*McKnight*, Dkt. 67);

13 WHEREAS, on or about February 11, 2016, Plaintiffs and Defendants entered into a
14 Stipulation of Settlement that was filed with the Court on February 11, 2016 ("First Stipulation")
15 (*McKnight*, Dkt. 74);

16 WHEREAS, on February 11, 2016, Plaintiffs filed a Motion for Preliminary Approval of
17 Class Action Settlement (*McKnight*, Dkt. 75-3);

18 WHEREAS, on August 30, 2016, the Court issued an Order Denying Motion for
19 Preliminary Approval of Class Action Settlement (*McKnight*, Dkt. 98);

20 WHEREAS, following the August 30, 2016 Order denying preliminary approval of the First
21 Stipulation, the Plaintiffs and Defendants began discussions and negotiations regarding a new
22 settlement;

23 WHEREAS, the Parties agreed upon a new mediator, Robert J. Kaplan, Esq. of Judicate
24 West, to assist in these negotiations, and participated in three (3) in-person mediations on October
25 5, 2016, November 22, 2016, and January 5, 2017. The Parties also met in-person on December 7,
26 2016 and conducted numerous telephonic discussions and negotiations both among themselves and
27 with the new mediator;

28

1 WHEREAS, on March 7, 2017, the Parties attended a settlement conference before Chief
2 Magistrate Judge Joseph C. Spero;

3 WHEREAS, before entering into the First Stipulation and this Amended Stipulation of
4 Settlement, Plaintiffs, by and through their respective counsel, conducted a thorough examination,
5 investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the
6 claims and potential claims to determine the strength of liability, potential remedies, and all
7 defenses thereto;

8 WHEREAS, Plaintiffs, by and through their respective counsel, conducted an extensive
9 investigation into the facts and law relating to the matters alleged in their respective Complaints,
10 including (i) the extent, nature and quality of Defendants' safety procedures during the Class
11 Period; (ii) Defendants' representations and disclosures regarding the safety of Defendants' ride
12 share services; (iii) Defendants' representations and disclosures regarding the Safe Rides Fee; (iv)
13 financial data relating to Defendants' safety related expenditures and revenues; (v) the size and
14 composition of the Class; and (vi) data relating to the Class' use of Defendants' ride share services.
15 This investigation included obtaining and reviewing documents and written responses from
16 Defendants, detailed inspections and testing of Defendants' ride share App among various operating
17 system platforms, consultations with experts, numerous interviews of witnesses (including ten (10)
18 current and former high level employees and executives of Defendants), drivers, and putative class
19 members, the evaluation of documents and information related to other litigations against
20 Defendants (including updated productions since the date of the First Stipulation), as well as
21 extensive factual and legal research as to arbitration issues relating to this Action, and the
22 sufficiency of the claims and appropriateness of class certification;

23 WHEREAS, the First Stipulation and this Amended Stipulation of Settlement were reached
24 as a result of extensive arms'-length negotiations between the Parties and their counsel, occurring
25 over the course of many months and six separate, in-person mediation sessions with respected
26 mediators, the Honorable Carl J. West (Ret.) of JAMS and Robert J. Kaplan of Judicate West.
27 Following the sixth in-person mediation, the Parties continued to engage in extensive settlement
28 discussions with the assistance of both Mr. Kaplan and The Honorable Joseph C. Spero, Chief

1 Magistrate Judge for the United States District Court of the Northern District of California, and
2 amongst each other, until a final settlement was reached. Before and during these settlement
3 discussions and mediations, Defendants provided voluminous documents and information to the
4 Plaintiffs. This arms'-length exchange provided Plaintiffs and their counsel with sufficient
5 information to evaluate the claims and potential defenses and to meaningfully conduct informed
6 settlement discussions;

7 WHEREAS, Plaintiffs, as class representatives, believe that the claims settled herein have
8 merit, but they and their counsel recognize and acknowledge the expense and length of continued
9 proceedings necessary to prosecute the claims through trial, appeal, and ancillary actions. Plaintiffs,
10 and their counsel, have also taken into account the uncertain outcome and risk of any litigation, as
11 well as the difficulties and delay inherent in such litigation, and they believe that the settlement set
12 forth in this Amended Stipulation of Settlement confers substantial benefits upon the Class
13 Members. Based upon their evaluation, they have determined that the settlement set forth in this
14 Amended Stipulation of Settlement is in the best interest of the Class;

15 WHEREAS, based upon their review, investigation, and evaluation of the facts and law
16 relating to the matters alleged in the pleadings, Plaintiffs, and Class Counsel, on behalf of Plaintiffs
17 and the other members of the proposed Class, have agreed to settle the Action pursuant to the
18 provisions of this Amended Stipulation of Settlement, after considering, among other things: (i) the
19 substantial benefits to the Class Members under the terms of this Amended Stipulation of
20 Settlement; (ii) the risks, costs, and uncertainty of protracted litigation, especially in complex
21 actions such as this, as well as the difficulties and delays inherent in such litigation; and (iii) the
22 desirability of consummating this Amended Stipulation of Settlement promptly in order to provide
23 effective relief to the Class Members;

24 WHEREAS, Defendants have vigorously denied and continue to dispute all of the claims
25 and contentions alleged in the *Mena*, *McKnight*, and the consolidated action, and deny any and all
26 allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs and the putative class.
27 Defendants further deny that they acted improperly or wrongfully in any way, and believe that these
28 actions have no merit. Defendants have also considered the risks and potential costs of continued

1 litigation of the lawsuit, on the one hand, and the benefits of the proposed settlement, on the other
2 hand, and desire to settle the Action upon the terms and conditions set forth in this Amended
3 Stipulation of Settlement;

4 WHEREAS, as part of the First Stipulation and this Amended Stipulation, Defendants agree
5 that they will no longer call any fee that they charge for their services as the “Safe Rides Fee.”
6 Instead, Defendants may charge a “booking fee,” which may be described as “a separate flat fee
7 added to every trip that helps support safety initiatives for riders and drivers as well as other
8 operational costs.”

9 WHEREAS, Defendants agree to class action treatment of the claims alleged in this Action
10 solely for the purpose of compromising and settling those claims on a class basis as set forth herein
11 and for no other purpose.

12 WHEREAS, on May 18, 2017, a Stipulation of Partial Dismissal was filed dismissing all of
13 Plaintiff Matthew Philliben’s claims, without prejudice. (*McKnight*, Dkt. 122).

14 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and between the
15 Parties, through their respective counsel, that: (a) the Action be fully and finally compromised,
16 settled, and released upon final settlement approval by the Court after the hearings as provided for
17 in this Amended Stipulation of Settlement; and (b) upon such approval by the Court, a Final Order
18 and Final Judgment, substantially in the form attached hereto as Exhibits “A” and “B,” respectively,
19 be entered dismissing the Action with prejudice upon the following terms and conditions.

20 **II. DEFINITIONS**

21 As used in this Amended Stipulation of Settlement and the attached exhibits, the following
22 terms have the following meanings, unless this Stipulation of Settlement specifically provides
23 otherwise:

24 1. “Actions” or “Action” means the civil actions entitled *Mena et al. v. Uber*
25 *Technologies, Inc.*, No. 3:15-cv-00064-JST (N.D. Cal.), *McKnight et al. v. Uber Technologies, Inc.*
26 *et al.*, No. 3:14-cv-05615-JST (N.D. Cal.), and the consolidated action under the *McKnight* case
27 number.

1 2. “Account-Funded Class Member” means those Class Members who either did not
2 submit a valid Payment Election Form or who submitted a valid Payment Election Form where the
3 Class Member has elected to receive the Settlement Share by payment to the Class Member’s Uber
4 Rider Account.

5 3. “Additional Per Ride Allocation” means an amount equal to the quotient of (i) the
6 Settlement Fund Net Balance and (ii) the Uber Rides Total less the total number of Class Members
7 [*Additional Per Ride Allocation = Settlement Fund Net Balance / (Uber Rides Total – Total Number*
8 *of Class Members)*]

9 4. “Amended Stipulation of Settlement” means this Amended Stipulation of Settlement
10 and its Exhibits, attached hereto and incorporated herein, including all subsequent amendments
11 agreed to in writing by the Parties and any exhibits to such amendments.

12 5. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court
13 to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the
14 Action and the Settlement, as described in Paragraphs 89 to 93 of this Amended Stipulation of
15 Settlement.

16 6. “Class” means all persons who, from January 1, 2013 to January 31, 2016, used the
17 Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee in
18 the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all
19 transportation services that were arranged through Defendants’ website or the Uber App where a
20 Safe Rides Fee was paid (such as UberX, *etc.*). “Uber App” means the Uber smartphone
21 application by which riders may request Uber Rideshare Services. “Uber Rideshare Services”
22 means all transportation services that are arranged through Defendants’ website or the Uber App,
23 regardless of type of ride or service that is requested. “Uber” means the companies, incorporated in
24 the State of Delaware as Uber Technologies, Inc. and Raiser, LLC, who operate the ride share
25 service commonly known as Uber. Excluded from the Class are (a) all persons who are employees,
26 directors, and officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court and Court
27 staff. “Employees” means any person whose Uber account email address ended with “@uber.com”
28 as of May 8, 2017.

1 7. “Class Counsel” means Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC;
2 Mike Arias and Alfredo Torrijos of Arias, Sanguinetti, Stahl & Torrijos, LLP; and Nicholas
3 Coulson of Liddle & Dubin, P.C.

4 8. “Class Member(s)” means any member of the Class who does not elect exclusion or
5 opt out from the Class pursuant to terms and condition for exclusion set out in this Amended
6 Stipulation of Settlement, Paragraphs 119 to 124 and the Class Notice.

7 9. “Class Notice” shall mean the Long Form Notice and Summary Notice provided to
8 the Class as provided herein and directed by the Court.

9 10. “Commercial Advertising” means any print advertisements, television or radio
10 advertisements, online advertisements, in-app advertisements, or any mass e-mails or other written
11 or electronic communications from Defendants to consumers made for the purpose of influencing
12 consumers to buy Defendants’ services. To constitute Commercial Advertising, the advertisement
13 must be disseminated sufficiently to the relevant purchasing public to constitute advertising or
14 promotion within Defendants’ industry. Commercial Advertising includes advertorials but does not
15 include statements to the news media.

16 11. “Complaints” shall mean, collectively, the (i) Complaint filed by Matthew Philliben
17 and Byron McKnight on December 23, 2014 (*McKnight*, Dkt. 1); (ii) Complaint filed by Andrea
18 Pappay on January 6, 2015 (*Mena*, Dkt. 1); (iii) First Amended Complaint filed by Julian Mena,
19 Nate Coolidge, Ernesto Mejia, and Todd Schreiber on April 13, 2015 (*Mena*, Dkt. 28); and
20 (vi) Consolidated Class Action Complaint filed by Plaintiffs on January 7, 2016 (*McKnight*, Dkt.
21 67).

22 12. “Court” means the United States District Court for the Northern District of
23 California and the Judge assigned to the Action (the Honorable Jon S. Tigar).

24 13. “Defendants” shall mean and include Uber Technologies, Inc., a Delaware
25 Corporation, and Rasier, LLC, a Delaware Limited Liability Company, collectively.

26 14. “Defense Counsel” means the law firm of Irell & Manella LLP.
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1 15. “eCheck” means an electronic check used to pay a Class Member’s Settlement
2 Share, which will be sent to the email address provided by the Class Member in his or her valid
3 Payment Election Form.

4 16. “Effective Date” means the date on which the Final Order and Final Judgment in the
5 Action become “Final.” As used in this Amended Stipulation of Settlement, “Final” means one (1)
6 business days after all of the following conditions have been satisfied:

- 7 (a) the Final Order and Final Judgment have been entered; and
8 (b)(i) if reconsideration and/or appellate review is not sought from the Final Order
9 and Final Judgment, the expiration of the time for the filing or noticing of any
10 motion for reconsideration, appeal, petition, and/or writ; or
11 (b)(ii) if reconsideration and/or appellate review is sought from the Final Order and
12 Final Judgment: (A) the date on which the Final Order and Final Judgment
13 are affirmed and are no longer subject to judicial review, or (B) the date on
14 which the motion for reconsideration, appeal, petition, or writ is dismissed or
15 denied and the Final Order and Final Judgment are no longer subject to
16 judicial review.

17 17. “Electing Class Members” means those Class Members who submit a valid Payment
18 Election Form wherein the Class Member has elected to receive the Settlement Share by payment to
19 the Class Member’s Uber Rider Account, PayPal Account or bank account via eCheck, if
20 applicable.

21 18. “Fairness Hearing” means the hearing that is to take place after the entry of the
22 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Order
23 and Final Judgment and dismissing the Action with prejudice; (b) determining whether the
24 Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for
25 Service Awards by the Plaintiffs; (d) ruling upon an application by Class Counsel for Attorneys’
26 Fees and Expenses; and (e) entering any final order awarding Attorneys’ Fees and Expenses and
27 Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date
28 that is in compliance with the provisions of 28 U.S.C. § 1715(d).

1 19. “Final Order and Final Judgment” means the Court’s order and judgment fully and
2 finally approving the Settlement and dismissing the Action with prejudice, substantially in the form
3 attached hereto as Exhibits “A” and “B.”

4 20. “Initial Settlement Payment Amount” means an amount equal to Twenty-Five Cents
5 (\$0.25) times the total number of Class Members.

6 21. “Long Form Notice” means the long form notice of settlement, substantially in the
7 form attached hereto as Exhibit “E.”

8 22. “Notice Date” means the first date upon which the Class Notice is disseminated.

9 23. “Parties” means Plaintiffs and Defendants, collectively, as each of those terms is
10 defined in this Amended Stipulation of Settlement.

11 24. “Payment Election Deadline” means the final time and date by which a Payment
12 Election Form must be received by the Settlement Administrator in order for a Class Member to
13 timely elect to receive the Settlement Share by payment to the Class Member’s Uber Account,
14 PayPal Account or bank account via eCheck, if applicable.

15 25. “Payment Election Form” means the form substantially in the form attached hereto
16 as Exhibit “C,” which may be modified to meet the requirements of the Settlement Administrator,
17 pursuant to which Class Members can elect to receive the Settlement Share by payment to the Class
18 Member’s Uber Rider Account, PayPal Account or bank account via eCheck, if applicable.

19 26. “Payment Election Period” means the time period from the Notice Date through the
20 Payment Election Deadline, which is the time period that Class Members will have to submit a
21 Payment Election Form to indicate that the Class Member elects to receive the Settlement Share by
22 payment to the Class Member’s Uber Rider Account, PayPal Account or bank account via eCheck,
23 if applicable. The Payment Election Period shall run for a period of time ordered by the Court, and
24 last at least sixty (60) days from the Notice Date.

25 27. “PayPal Account” means a Class Member’s account with PayPal, as identified by the
26 Class Member in his or her valid Payment Election Form, that will be paid the Class Member’s
27 Settlement Share.

28

1 28. “Plaintiffs” means Nate Coolidge, Byron McKnight, Ernesto Mejia, Julian Mena,
2 and Todd Schreiber.

3 29. “Preliminary Approval Order” means the order preliminarily approving the
4 Settlement and proposed Class Notice and notice plan, substantially in the form attached hereto as
5 Exhibit “D.”

6 30. “Release” means the release and waiver set forth in Paragraphs 94 to 100 of this
7 Amended Stipulation of Settlement and in the Final Order and Final Judgment.

8 31. “Released Claims”

9 (a) “Released Claims” means and includes all manner of action, causes of action,
10 claims, demands, rights, suits, obligations, restitution, debts, contracts, agreements, promises,
11 liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature
12 whatsoever, known or unknown, in law or equity, fixed or contingent, which Plaintiffs and Class
13 Members have or may have arising out of or relating to any allegations made in the Action, or any
14 legal theories that could have been raised based on the allegations in the Action. The Released
15 Claims include, but are not limited to, any claim arising out of or relating to Defendants’
16 representations or omissions regarding background checks, safety, or the Safe Rides Fee.
17 Notwithstanding any other provision of this Amended Stipulation of Settlement, “Released Claims”
18 do not include, and Plaintiffs and Class Members are not releasing, any action, causes of action,
19 claims, demands, rights, suits, obligations, restitution, debts, contracts, agreements, promises,
20 liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature
21 whatsoever, known or unknown, in law or equity, fixed or contingent, arising out of or relating to
22 personal injuries.

23 32. “Released Parties” shall include and mean:

24 (a) Uber Technologies, Inc., Uber USA, LLC, Rasier-CA, LLC, and Rasier,
25 LLC, and each of their past, present, and future employees, assigns, attorneys, agents, consultants,
26 officers, and directors; and

27 (b) All of Uber Technologies, Inc.’s, Uber USA, LLC’s, Rasier-CA, LLC, and
28 Rasier, LLC’s, past, present, and future, parents, subsidiaries and affiliates, joint-ventures, brokers,

1 distributors, representatives, partners, members, divisions, predecessors, and successors and each of
2 their respective employees, assigns, attorneys, agents, servants, resellers, officers, shareholders,
3 administrators, insurers, assigns and directors.

4 33. "Releasing Parties" means Plaintiffs and all Class Members, and each of their heirs,
5 guardians, executors, administrators, representatives, agents, attorneys, partners, successors, and
6 assigns, as well as any other person or entity purporting to claim on their behalf.

7 34. "Settlement" means the settlement embodied in this Amended Stipulation of
8 Settlement, including all attached Exhibits (which are an integral part of this Amended Stipulation
9 of Settlement and are incorporated in their entirety by reference).

10 35. "Settlement Administrator" means the qualified third party administrator and agent
11 agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval
12 Order to administer the Settlement, including providing the Class Notice. The Parties agree to
13 recommend that the Court appoint Epiq Systems, Inc. as Settlement Administrator to: (a) design,
14 consult on, and implement the Class Notice and related requirements of this Amended Stipulation of
15 Settlement; and (b) implement the Class Notice, the settlement website
16 (www.RideShareSettlement.com), the submission and review of Payment Election Forms, and
17 related requirements of this Amended Stipulation of Settlement, subject to the Court's approval.

18 36. "Settlement Administration Protocol" means the protocol attached hereto as
19 Exhibit "F."

20 37. "Settlement Fund" means the Thirty-Two Million Five Hundred Thousand Dollars
21 and No Cents (\$32,500,000.00) that Defendants will pay, pursuant to Paragraphs 52 to 53 of this
22 Amended Stipulation of Settlement, as part of the consideration for the release of all claims as
23 provided in this Amended Stipulation of Settlement.

24 38. "Settlement Fund Balance" means the balance remaining in the Settlement Fund
25 after payment of (a) costs of notice and administration, (b) the service awards to the Plaintiffs as
26 approved by the Court ("Service Award(s)"), and (c) the Attorneys' Fees and Expenses.

27 39. "Settlement Fund Net Balance" means an amount equal to the Settlement Fund
28 Balance less the Initial Settlement Payment Amount.

1 40. “Settlement Share” means the amount of each Class Member’s share of the
2 Settlement Fund Balance allocated pursuant to Paragraphs 55 to 60 of this Amended Stipulation of
3 Settlement.

4 41. “Summary Notice” means the summary notice, publication notice, and banner
5 advertisements of the proposed class action settlement, substantially in the form attached hereto as
6 Exhibit “G” and Exhibit “H,” respectively.

7 42. “Uber App” means the Uber smartphone application by which riders may request
8 Uber Rideshare Services.

9 43. “Uber Payment Account” means a default U.S. credit card, U.S. debit card, PayPal
10 account, or other payment method linked to each Class Member’s Uber Rider Account.

11 44. “Uber Rider Account” means the account each Class Member created when he or she
12 electronically registered to use Uber’s Rideshare Services.

13 45. “Uber Ride Services With A Safe Rides Fee” means all transportation services that
14 were arranged through Defendants’ website or the Uber App where a Safe Rides Fee was paid (such
15 as UberX, *etc.*).

16 46. “Uber Rideshare Services” means all transportation services that are arranged
17 through Defendants’ website or the Uber App, regardless of type of ride or service that is requested.

18 47. “Uber Rides Total” means the total number of instances that Class Members used the
19 Uber Ride Services With A Safe Rides Fee.

20 **III. SUBMISSION OF THE SETTLEMENT TO THE COURT**

21 **FOR REVIEW AND APPROVAL**

22 48. As soon as is practicable following the signing of this Amended Stipulation of
23 Settlement, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order
24 (substantially in the form attached as Exhibit “D”), for the purpose of, among other things:

25 (a) Approving the Class Notice, substantially in the form set forth at Exhibits
26 “E” and “G”;

27 (b) Finding that the requirements for provisional certification of the Class have
28 been satisfied, appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel

1 for the Class, and preliminarily approving the Settlement as being within the range of
2 reasonableness such that the Class Notice should be provided pursuant to this Amended Stipulation
3 of Settlement;

4 (c) Scheduling the Fairness Hearing on a date ordered by the Court, provided in
5 the Preliminary Approval Order, and in compliance with applicable law, to determine whether the
6 Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final
7 Order and Final Judgment should be entered dismissing the Action with prejudice;

8 (d) Determining that the notice of the Settlement and of the Fairness Hearing, as
9 set forth in this Amended Stipulation of Settlement, complies with all legal requirements, including
10 but not limited to the Due Process Clause of the United States Constitution;

11 (e) Preliminarily approving the form of the Final Order and Final Judgment;

12 (f) Appointing the Settlement Administrator;

13 (g) Directing that Class Notice shall be given to the Class as provided in
14 Paragraphs 82 to 87 of this Amended Stipulation of Settlement;

15 (h) Providing that Class Members will have until the Payment Election Deadline
16 to submit Payment Election Forms;

17 (i) Providing that any objections by any Class Member to the certification of the
18 Class and the proposed Settlement contained in this Amended Stipulation of Settlement, and/or the
19 entry of the Final Order and Final Judgment, shall be heard and any papers submitted in support of
20 said objections shall be considered by the Court at the Fairness Hearing only if, on or before the
21 date(s) specified in the Class Notice and Preliminary Approval Order, such objector submits to the
22 Court a written objection, and otherwise complies with the requirements in Paragraph 119 of this
23 Amended Stipulation of Settlement;

24 (j) Establishing dates by which the Parties shall file and serve all papers in
25 support of the application for final approval of the Settlement and in response to any valid and
26 timely objections;

27 (k) Providing that all Class Members will be bound by the Final Order and Final
28 Judgment dismissing the Action with prejudice unless such Class Members timely file valid written

1 requests for exclusion or opt out in accordance with this Amended Stipulation of Settlement and the
2 Class Notice;

3 (l) Providing that Class Members wishing to exclude themselves from the
4 Settlement will have until the date specified in the Class Notice and the Preliminary Approval Order
5 to submit a valid written request for exclusion or opt out to the Settlement Administrator;

6 (m) Providing a procedure for Class Members to request exclusion or opt out
7 from the Settlement;

8 (n) Directing the Parties, pursuant to the terms and conditions of this Amended
9 Stipulation of Settlement, to take all necessary and appropriate steps to establish the means
10 necessary to implement the Settlement;

11 (o) Pending the Fairness Hearing, staying all proceedings in the Action, other
12 than proceedings necessary to carry out or enforce the terms and conditions of this Amended
13 Stipulation of Settlement and the Preliminary Approval Order; and

14 (p) Pending the Fairness Hearing, enjoining Plaintiffs and Class Members, or any
15 of them, from commencing or prosecuting, either directly or indirectly, any action in any forum
16 (state or federal) asserting any of the Released Claims.

17 49. Following the entry of the Preliminary Approval Order, Class Notice shall be given
18 and published in the manner directed and approved by the Court.

19 50. At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order
20 and Final Judgment in the form substantially similar to Exhibits "A" and "B," respectively. The
21 Final Order and Final Judgment shall, among other things:

22 (a) Find that the Court has personal jurisdiction over all Class Members, the
23 Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is
24 proper;

25 (b) Finally approve this Amended Stipulation of Settlement and the Settlement
26 pursuant to Rule 23 of the Federal Rules of Civil Procedure;

27 (c) Certify the Class for purposes of settlement;

28

1 (d) Find that the notice to the Class complied with all laws, including, but not
2 limited to, the Due Process Clause of the United States Constitution;

3 (e) Incorporate the Release set forth in this Amended Stipulation of Settlement
4 and make the Release effective as of the date of the Final Order and Final Judgment;

5 (f) Issue the injunctive relief described in Paragraph 54 of this Amended
6 Stipulation of Settlement;

7 (g) Authorize the Parties to implement the terms of the Settlement;

8 (h) Dismiss the Action with prejudice; and

9 (i) Retain jurisdiction relating to the administration, consummation, validity,
10 enforcement, and interpretation of this Amended Stipulation of Settlement, the Final Order, Final
11 Judgment, any final order approving Attorneys' Fees and Expenses and Service Awards, and for
12 any other necessary purpose.

13 51. Based upon the Declaration of the Settlement Administrator, attached hereto as
14 Exhibit "I," the Parties agree that the notice plan contemplated by this Amended Stipulation of
15 Settlement is valid and effective, that if effectuated, it would provide reasonable notice to the Class,
16 and that it represents the best practicable notice under the circumstances.

17 **IV. THE SETTLEMENT CONSIDERATION**

18 **A. Settlement Fund**

19 52. In consideration for the Release contained in this Amended Stipulation of
20 Settlement, and without admitting liability for any of the alleged acts or omissions, and in the
21 interest of minimizing the costs inherent in any litigation, Defendants, jointly and severally, will pay
22 the total sum of Thirty-two Million Five Hundred Thousand Dollars and No Cents (\$32,500,000.00)
23 to create the Settlement Fund for the benefit of the Class pursuant to the terms of this Amended
24 Stipulation of Settlement. The Parties agree that the Settlement Fund and Defendants' payment of
25 Thirty-two Million and Five Hundred Thousand Dollars and No Cents (\$32,500,000.00) is the full
26 extent of Defendants' cash payment obligation under this Amended Stipulation of Settlement. In no
27 event shall Defendants be liable for payment of any costs, expenses, or claims beyond their deposit
28

1 or payment of the Settlement Fund into the Escrow Account. There will be no reversion to
2 Defendants of the settlement monies once the Settlement becomes final.

3 53. Defendants' joint and several payment obligation of the Settlement Fund shall be
4 subject to and proceed as follows:

5 (a) Initial Deposit: Within ten (10) days after the entry of the Preliminary
6 Approval Order as contemplated by Paragraph 48 herein, Defendants shall pay the sum of Three
7 Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00) (the "Initial Deposit") to the
8 Settlement Administrator for the initial notice and administration expenses that will be incurred to
9 provide notice to the Class. This deadline may be extended by mutual consent of the Parties.

10 (b) Balance Payment: No later than fourteen (14) days after the Effective Date,
11 Defendants shall pay an amount equal to the Settlement Fund less the sum of the Initial Deposit (*i.e.*
12 Thirty-Two Million One Hundred and Twenty-Five Thousand Dollars and No Cents
13 (\$32,125,000.00) into an escrow bank account (the "Escrow Account"), to be created and
14 administered by the Settlement Administrator pursuant to the terms of this Amended Stipulation of
15 Settlement. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in
16 interest bearing bank account deposits with commercial banks with excess capital exceeding One
17 Hundred Million Dollars and No Cents (\$100,000,000.00), with a rating of "A" or higher by S&P
18 and insured by the FDIC. All funds in the Escrow Account shall be deemed to be in the custody of
19 the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall
20 be distributed or returned to the persons paying the same pursuant to this Settlement and/or further
21 order of the Court. Interest earned on money in the Escrow Account, less any taxes owed thereon
22 (if any), will be added to the Settlement Fund for the benefit of the Class.

23 (c) The Parties hereto agree that the Settlement Fund is intended to be a
24 "qualified settlement fund" ("Qualified Settlement Fund") within the meaning of Treasury
25 Regulation § 1.468B-1 and that the Settlement Administrator, within the meaning of Treasury
26 Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Gross Settlement
27 Amount and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund.
28 The Parties hereto agree that the Settlement Fund shall be treated as a "qualified settlement fund"

1 from the earliest date possible, and agree to any relation-back election required to treat the
2 Settlement Fund as a “qualified settlement fund” from the earliest date possible. Defense Counsel
3 agree to provide promptly to the Settlement Administrator the statement described in Treasury
4 Regulation § 1.468B-3(e). All taxes shall be paid out of the Settlement Fund, shall be paid out of
5 the interest earned on the Settlement Fund, be considered to be a cost of administration of the
6 Settlement, and be timely paid by the Settlement Administrator without prior order of the Court, and
7 under no circumstance shall Defendants have any liability related thereto.

8 **B. Injunctive Relief**

9 54. In consideration for the Release contained in this Amended Stipulation of
10 Settlement, and without admitting liability for any of the alleged acts or omissions, and in the
11 interest of minimizing the costs inherent in any litigation, within thirty (30) days after execution of
12 this Amended Stipulation of Settlement, if not before, each of the Defendants will implement the
13 following changes in connection with their actions and Uber’s Rideshare Service, and thus agree to
14 the following stipulated injunctive relief:

15 (a) Defendants will not describe or title any fee that they charge for their
16 services, including any charge for Uber’s Rideshare Services, as the “Safe Rides Fee.”

17 (b) In any Commercial Advertising, Defendants will not make the following
18 representations regarding their background checks:

19 (i) Defendants shall not list any offense type that does not result in
20 automatic disqualification as a driver during the initial screening process without explaining the
21 disqualification criteria; and

22 (ii) Defendants shall not represent that they screen against arrests for any
23 instances where Defendants actually screen only against convictions.

24 (c) In any Commercial Advertising regarding background checks, Defendants
25 shall identify the time period covered by the background check report Defendants use to screen
26 potential drivers or, if shorter, any time period used for disqualification purposes.

27 (d) In any Commercial Advertising, Defendants shall not use the terms “best
28 available,” “industry leading,” “gold standard,” “safest,” or “best-in-class” in connection with their

1 background checks.

2 (e) In any Commercial Advertising, Defendants shall not use the following
3 phrases to describe Uber's Rideshare Services: "safest ride on the road," "strictest safety standards
4 possible," "safest experience on the road," "best in class safety and accountability," "safest
5 transportation option," "background checks that exceed any local or national standard," or "safest
6 possible platform."

7 (f) Before any person or entity may initiate any court proceeding alleging that
8 Defendants have breached the injunctive relief set forth above, that person or entity must serve
9 written notice on Defense Counsel (with copy to Class Counsel) stating with specificity the basis for
10 this allegation. Defendants will then have thirty (30) days from receipt of notice to cure any alleged
11 breach. No person or entity may initiate any court proceeding alleging that Defendants have
12 breached the injunctive relief set forth above until this thirty (30) day period has expired. If
13 Defendants have cured the alleged breach within thirty (30) days, then Defendants shall not be
14 deemed to have breached the injunctive relief set forth above.

15 **C. Distribution Costs**

16 In consideration for the Release contained in this Amended Stipulation of Settlement, and
17 without admitting liability for any of the alleged acts or omissions, and in the interest of minimizing
18 the costs inherent in any litigation, Defendants, jointly and severally, will pay for the costs
19 associated with distribution of the Settlement Shares to Class Members' Uber Rider Account and/or
20 Uber Payment Account in accordance with and subject to the terms and conditions hereto.

21 **V. DISTRIBUTION OF THE SETTLEMENT FUND**

22 55. Subject to the terms and conditions of this Amended Stipulation of Settlement, the
23 Settlement Fund shall be used for the payment of: (a) the costs and expenses paid to the Settlement
24 Administrator that are associated with disseminating the notice to the Class, including, but not
25 limited to, the Class Notice; (b) the costs and expenses paid to the Settlement Administrator that are
26 associated with administration and effectuation of the Settlement; (c) the Settlement Share to Class
27 Members; (d) the costs of making payments to Electing Class Members' *via* PayPal or eCheck; (e)
28 the distribution of the Residual Funds (the term "Residual Funds" is defined below), if any,

1 pursuant to this Amended Stipulation of Settlement; (f) the Service Award to the Plaintiffs as
2 approved by the Court; and (g) the Attorneys' Fees and Expenses to Class Counsel as approved by
3 the Court. The Parties must approve any payment of costs or expenses under subsections (a) and
4 (b) of this paragraph, and such approval shall not be unreasonably withheld. Approval and payment
5 of the Settlement Share to Class Members under subsection (c) of this paragraph shall be in
6 accordance with the terms of this Settlement (e.g. Paragraphs 55 to 60) and the Settlement
7 Administration Protocol attached hereto as Exhibit "F."

8 56. All Class Members are eligible for relief from the Settlement Fund. The Settlement
9 Fund Balance shall be allocated as Settlement Shares to each Class Member in accordance with
10 Paragraphs 55 to 60 herein.

11 57. The Settlement Administrator will calculate each Class Member's Settlement Share
12 as follows: each Class Member's Settlement Share shall be equal to (i) twenty-five cents (\$0.25)
13 plus (ii) the Additional Per Ride Allocation, times one less than the number of instances that a given
14 class member has used Uber Ride Services With A Safe Rides Fee, if any. For example, if the
15 Additional Per Ride Allocation is \$.05 (five cents), and a Class Member took ten (10) trips on an
16 Uber Ride Service, that Class Member would receive \$.70 (seventy cents). [$$.25 + (\textit{Additional Per}$
17 $\textit{Ride Allocation} * (\textit{number of Uber Ride Services With A Safe Rides Fee taken by the Class Member}$
18 $\textit{- 1))$]

19 58. Within fifteen (15) days after the Effective Date, the Settlement Administrator shall
20 calculate the Settlement Fund Balance by deducting the following from the Settlement Fund: (i) the
21 total Settlement Administrator costs and expenses related to this Settlement (as calculated pursuant
22 to Paragraph 60 herein); (ii) the costs of making payments to Electing Class Members *via* PayPal or
23 eCheck (iii) the Service Award to Plaintiffs awarded by the Court; and (iv) the Attorneys' Fees and
24 Expenses approved by the Court.

25 59. The Settlement Administrator shall calculate the total number of Class Members, by
26 subtracting the number of persons who submitted a timely, valid opt-out request pursuant to
27 Paragraph 121 herein, from the total number of individuals who fall within the definition of the
28 Class, provided by Defendants pursuant to Paragraph 85(a) herein.

1 60. The Settlement Administrator shall calculate the total Settlement Administrator costs
2 and expenses to be deducted from the Settlement Fund, to determine the Settlement Fund Balance
3 pursuant to Paragraph 58 herein, as the sum of the following: (i) the Settlement Administrator's
4 costs and expenses incurred by the Settlement Administrator as of the Effective Date; and (ii) the
5 future Settlement Administrator costs and expenses estimated to be incurred by the Settlement
6 Administrator related to this Settlement.

7 61. Within twenty (20) days after the Effective Date, the Settlement Administrator shall
8 provide the Parties with:

9 (a) the results of all calculations set forth in Paragraphs 55 to 60 herein; and
10 (b) a list of all Class Members in a useable computer format, which will include
11 the following information for each Class Member: (i) the unique identifier set by Defendants;
12 (ii) first and last name; (iii) the e-mail address to which the Summary Notice was sent; and
13 (iv) whether the Class Member submitted a valid Payment Election Form wherein the Class
14 Member elected to receive the Settlement Share by payment to the Class Member's Uber Rider
15 Account, PayPal Account or bank account via eCheck, if applicable.

16 62. Distribution to Class Members shall be made by payment to the Class Members'
17 PayPal Account, bank account via eCheck, if applicable, or by payment to their Uber Rider Account
18 as set forth below. The payment of each Settlement Share, whether by payment to the Class
19 Members' PayPal Account, bank account via eCheck, if applicable, or by payment to their Uber
20 Rider Account, shall have the identical legal effect under this Amended Stipulation of Settlement.

21 **A. Distribution By PayPal Account or Bank Account Via eCheck**

22 63. Electing Class Members will receive the Settlement Share by payment in amount
23 equal to the Settlement Share to each of their PayPal Accounts, bank accounts via eCheck, or Uber
24 Rider Account pursuant to their selection on the Payment Election Form.

25 64. In the event an Electing Class Member chooses payment of the Settlement Share
26 through their Uber Rider Account, payment shall be issued pursuant to Paragraphs 67 to 73 herein
27 and that Class Member will henceforth be considered an Account-Funded Class Member. PayPal
28 and eCheck payments will be made by Epiq within forty-five (45) days of the Effective Date.

1 65. In the event a payment to a PayPal Account or bank account via eCheck, if
2 applicable, is rejected, for any reason, that Class Member's Settlement Share will be issued through
3 a payment to the participating Class Member's Uber Rider Account pursuant to Paragraphs 67 to 73
4 herein, and that Class Member will henceforth be considered an Account-Funded Class Member,
5 except that the URA Payment set forth in Paragraph 68 will not be made until thirty (30) days after
6 the Settlement Administrator provides the affidavit set forth in Paragraph 66.

7 66. Within one hundred and thirty (130) days after the Effective Date, the Settlement
8 Administrator will provide Class Counsel and Defendants an affidavit under penalty of perjury
9 containing the following information: (i) a list in a useable computer format of all Electing Class
10 Members (including, the unique identifier set by Defendants, name and e-mail address) for whom
11 the Settlement Administrator was able to successfully make the PayPal Account or bank account via
12 eCheck payment, if applicable; and (ii) a list in a useable computer format of all Electing Class
13 Members (including, the unique identifier set by Defendants, name and email address) for whom
14 the Settlement Administrator's attempt to make the PayPal Account or bank account via eCheck
15 payment, if applicable, was rejected.

16 **B. Distribution to The Uber Rider Account**

17 67. Account-Funded Class Members will receive the Settlement Share by payment to the
18 Class Member's Uber Rider Account.

19 68. Within forty-five (45) days of the Effective Date ("Payment Date"), Defendants will
20 issue a payment equal to the Settlement Share to the Uber Rider Account of each Account-Funded
21 Class Member ("URA Payment"). Defendants agree to process and pay for any and all costs and
22 expenses associated with the effectuation of the URA Payment. The URA Payment will be non-
23 transferable. The URA Payment will be applied to the first Uber Rideshare Service billed in the
24 United States (Defendants will decrease the total amount charged for the Uber Rideshare Service by
25 the amount of the URA Payment) to the Account-Funded Class Member's Uber Rider Account after
26 the date the URA Payment becomes available on the Uber Rider Account of Class Members ("URA
27 Payment Date"). In the event a Class Member does not utilize the Uber Rideshare Service within
28 three hundred and sixty-five (365) days from the Payment Date (the "Last Use Date"), the URA

1 Payment will no longer be available on the Account-Funded Class Member's Uber Rider Account
2 and will not be applied to any future Uber Rideshare Services, but instead will be distributed by a
3 single attempt to pay the URA Payment via his or her U.S. credit card, U.S. debit card, PayPal
4 account or other payment linked to the Account-Funded Class Member's Uber Payment Account, as
5 set forth in Paragraphs 76-77. In the event an Account-Funded Class Member, as of the Payment
6 Date, no longer has an Uber Rider Account, then his or her Settlement Share will be considered
7 Residual Funds as defined in Paragraph 80 herein.

8 69. If by the Last Use Date, payment to a Class Member's Uber Payment Account is
9 rejected or cannot be made, for any reason, then that amount will be considered Residual Funds as
10 defined in Paragraph 80 herein.

11 70. Every thirty (30) days following the date on which Defendants issue the URA
12 Payments to the Uber Rider Account of each Account-Funded Class Member, Defendants will
13 provide Class Counsel and the Settlement Administrator an affidavit, under penalty of perjury,
14 containing a list in a useable computer format identifying all Account-Funded Class Members
15 (including, the unique identifier set by Defendants, name and e-mail address) whose URA Payment
16 was applied towards Uber Rideshare Services billed to the Account-Funded Class Member's Uber
17 Rider Account during the prior thirty (30) day period (the "Monthly Usage Report"). Defendants
18 will provide Class Counsel and the Settlement Administrator a final Monthly Usage Report (the
19 "Final Monthly Usage Report") no later than thirty-five (35) days after the Last Use Date.

20 71. Within seven (7) days of receipt of the Monthly Usage Report from Defendants, the
21 Settlement Administrator shall: (i) confirm that all persons listed in the Monthly Usage Report is a
22 Account-Funded Class Member; (ii) confirm that the URA Payment of all Account-Funded Class
23 Members listed in the Monthly Usage Report was not previously applied towards Uber Rideshare
24 Services billed to the Account-Funded Class Member's Uber Rider Account; and (iii) calculate the
25 aggregate total of the URA Payments applied towards Uber Rideshare Services during the prior
26 thirty (30) day period.

27 72. Within fourteen (14) business days of receipt of the Monthly Usage Report from
28 Defendants, the Settlement Administrator shall provide the Parties with the following information:

1 (i) a list of persons, if any, listed in the Monthly Usage Report who are not an Account-Funded
2 Class Member; (ii) a list of Account-Funded Class Members, if any, listed in the Monthly Usage
3 Report whose Settlement Share was previously applied towards Uber Rideshare Services billed to
4 the Account-Funded Class Member's Uber Rider Account; and (iii) the aggregate total of the
5 Settlement Shares applied towards Uber Rideshare Services during the prior thirty (30) day period.
6 The Parties will meet and confer, in good faith, to resolve any inconsistencies and discrepancies.
7 No Class Members will receive payment to his or her PayPal Account, bank account via eCheck, if
8 applicable, or URA Payment more than once.

9 73. Within twenty-one (21) days of receipt of the Monthly Usage Report from
10 Defendants, the Settlement Administrator will wire transfer to Defendants, from the Escrow
11 Account, an amount equal to the aggregate total of the Settlement Shares applied towards Uber
12 Rideshare Services during the prior thirty (30) day period.

13 **C. Final Distribution to Account-Funded Class Members**

14 74. Within fifteen (15) days after receiving from Defendants the Final Monthly Usage
15 Report, the Settlement Administrator shall provide the Parties with a list identifying all Account-
16 Funded Class Members (including, the unique identifier set by Defendants, name and e-mail
17 address) whose URA Payment to the Uber Rider Account was not applied towards Uber Rideshare
18 Services by the Last Use Date (the "Final Distribution Report").

19 75. Within five (5) days after sending the Final Distribution Report, the Settlement
20 Administrator will wire transfer to Defendants, from the Escrow Account, an amount equal to the
21 total aggregate URA Payment of all Account-Funded Class Members identified in the Final
22 Distribution Report, less the total estimated transaction cost of making these payments.

23 76. Within ten (10) days after receiving the Final Distribution Report from the
24 Settlement Administrator, Defendants will cause a payment, in the amount of the URA Payment
25 less the average amount (or best estimated amount available) charged by Defendants' merchant
26 service provider for the payment attempt ("Net URA Payment") to be issued to the Uber Payment
27 Account of each Account-Funded Class Member identified in the Final Distribution Report.

28 77. In the event the Net URA Payment to an Account-Funded Class Member identified

1 in the Final Distribution Report is rejected or cannot be made, for any reason, Defendants will
2 (within thirty (30) days of such rejection) pay an amount equal to the aggregate of such rejected or
3 unmade Net URA Payments to the Settlement Administrator to be deposited in the Escrow Account.

4 78. Within twenty (20) days after receiving the Final Distribution Report from the
5 Settlement Administrator, Defendants will provide Class Counsel and the Settlement Administrator
6 an affidavit containing the following information: (i) a list in a useable computer format of all
7 Account-Funded Class Members identified in the Final Distribution Report (including, the unique
8 identifier set by Defendants, name and e-mail address) for whom Defendants were able to
9 successfully issue the Net URA Payment to their respective Uber Payment Account; (ii) the total
10 amount of successful Net URA Payments; (iii) a list in a useable computer format of all Account-
11 Funded Class Members identified in the Final Distribution Report (including, the unique identifier
12 set by Defendants, name and email address) for whom Defendants' attempt to issue the Net URA
13 Payment to their Uber Payment Account was rejected; (iv) the total amount of unsuccessful Net
14 URA Payments; and (v) the total amount charged by Defendants' merchant services providers for
15 the payment or attempted payment of the Net URA Payment to the Uber Payment Account of each
16 Account-Funded Class Member identified in the Final Distribution Report.

17 79. Within twenty-five (25) days after receipt of the Final Distribution Report, the
18 Settlement Administrator shall pay, from the Escrow Account, to each of the merchant services
19 providers identified in the affidavit referred to in Paragraph 78 herein, an amount equal to the
20 amount charged by those providers for processing the payment or attempted payment of the Net
21 URA Payment.

22 **D. Distribution of the Residual**

23 80. In the event the entire amount of the Settlement Fund Balance is not paid to Class
24 Members' bank accounts via eCheck, if applicable, or by their PayPal Accounts, Uber Payment
25 Accounts or Uber Rider Accounts, including, but not limited to, any funds remaining of the
26 Settlement Fund Balance after all payments described in this Amended Stipulation of Settlement
27 have been paid (the "Residual Funds"), the Settlement Administrator shall distribute the Residual
28 Funds, subject to the Court's approval, to the following non-profit organization: National Consumer

1 Law Center.

2 81. The Residual Funds will not be returned to Defendants.

3 **VI. NOTICE OF THE SETTLEMENT**

4 82. Defendants shall comply with 28 U.S.C. §1715 (“CAFA”). No later than ten (10)
5 days after this Agreement is filed with the Court, Defendants shall mail or cause the items specified
6 in 28 U.S.C. §1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C.
7 §1715(a). All notification duties imposed by 28 U.S.C. §1715, including the corresponding
8 expenses, shall be separate and in addition to any other obligation imposed herein. Any and all cost
9 or expense related to, either directly or indirectly, Defendants’ compliance with CAFA shall be paid
10 separately by Defendants, jointly and severally, in addition to the Settlement Fund and shall not be
11 deducted from the Settlement Fund.

12 83. Notice of the Settlement to the Class Members shall comply with Federal Rules of
13 Civil Procedure and any other applicable statute, law, or rule, including but not limited to, the Due
14 Process Clause of the United States Constitution.

15 84. The Parties shall jointly recommend and retain Epiq Systems, Inc. to be the
16 Settlement Administrator. Following the Court’s preliminary approval of this Amended Stipulation
17 of Settlement and the Court’s appointment of the proposed Settlement Administrator, the Settlement
18 Administrator shall disseminate the Class Notice as provided for herein and in the Declaration of
19 the Settlement Administrator, attached hereto as Exhibit “I,” as specified in the Preliminary
20 Approval Order and in this Amended Stipulation of Settlement, and in order to comply with all
21 applicable laws, including, but not limited to, the Due Process Clause of the United States
22 Constitution.

23 85. Dissemination of the Class Notice:

24 (a) *Class Member Information:* No later than ten (10) days after entry of the
25 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the name,
26 e-mail address, number of trips on an Uber Safe Ride Service taken by the Class Member during the
27 class period, and a unique identifier to be agreed upon by Defendants and the Settlement
28 Administrator (collectively, “Class Member Information”) of each reasonably identifiable Class

1 Member that Defendants possess. No later than ten (10) days after entry of the Preliminary
2 Approval Order, Defendants shall also provide the Settlement Administrator with their best estimate
3 of the number of individuals who are Class Members and for whom Defendants do not have Class
4 Member Information.

5 (i) Defendants warrant and represent that they will provide the most
6 current Class Member Information for all Class Members.

7 (b) *Internet Website*: Prior to the dissemination of the Class Notice, the
8 Settlement Administrator shall establish an Internet website, www.RideShareSettlement.com, that
9 will inform Class Members of the terms of this Amended Stipulation of Settlement, their rights,
10 dates and deadlines and related information. The website shall include, in .pdf format, the
11 following: (i) the Long Form Notice; (ii) the Payment Election Form; (iii) the Preliminary Approval
12 Order; (iv) this Amended Stipulation of Settlement (including all of its Exhibits), (v) the
13 Consolidated Class Action Complaint filed on January 7, 2016; and (vi) any other materials agreed
14 upon by the Parties and/or required by the Court. The Internet website shall provide Class Members
15 with the ability to complete and submit the Payment Election Form electronically. The Internet
16 website shall also make the Payment Election Form available for download. Banner ads on the
17 Internet, if any, shall direct Class Members to the website.

18 (c) *Toll Free Telephone Number*: Prior to the dissemination of the Class Notice,
19 the Settlement Administrator shall establish a toll-free telephone number, through which Class
20 Members may obtain information about the Action and the Settlement and request a mailed copy of
21 the Long Form Notice and/or the Payment Election Form, pursuant to the terms and conditions of
22 this Amended Stipulation of Settlement.

23 (d) *Electronic (E-mail) and Publication*: Within thirty (30) days after the entry of
24 the Preliminary Approval Order and to be substantially completed not later than sixty (60) days
25 after entry of the Preliminary Approval Order, and subject to the requirements of this Amended
26 Stipulation of Settlement and the Preliminary Approval Order, the Parties will coordinate with the
27 Settlement Administrator to provide notice to the Class as follows:

28 (i) E-mailing the Summary Notice, to all Class Members identified by

1 Defendants pursuant to Paragraph 85(a) herein and as specified in the Preliminary Approval Order
2 and as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit “I”;

3 (ii) Publishing the Publication Notice and Banner Advertisements
4 (attached hereto as Exhibit “H”) in print publications and via Internet advertising, pursuant to the
5 Preliminary Approval Order and as set forth in the Declaration of the Settlement Administrator,
6 attached hereto as Exhibit “I”;

7 (iii) Publishing, on or before the Notice Date, the Long Form Notice on
8 the settlement website (www.RideShareSettlement.com), as specified in the Preliminary Approval
9 Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as
10 Exhibit “I”; and

11 (iv) Providing the Internet address, in the Long Form Notice and the
12 Summary Notice, to the settlement website (www.RideShareSettlement.com).

13 86. The Long Form Notice: The Long Form Notice shall be in a form substantially
14 similar to the document attached to this Amended Stipulation of Settlement as Exhibit “E” and shall
15 comport to the following:

16 (a) General Terms: The Long Form Notice shall contain a plain and concise
17 description of the nature of the Action and the proposed Settlement, including information on the
18 definition of the Class, the identity of Class Members, how the proposed Settlement would provide
19 relief to Class Members, what claims are released under the proposed Settlement, and other relevant
20 information.

21 (b) Opt-Out Rights: The Long Form Notice shall inform Class Members that
22 they have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines
23 and procedures for exercising this right.

24 (c) Objection to Settlement: The Long Form Notice shall inform Class Members
25 of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Class
26 Notice shall provide the deadlines and procedures for exercising these rights.

27 (d) Fees and Expenses: The Long Form Notice shall inform Class Members that
28 fees and expenses related to the Settlement Administrator will be deducted from the Settlement

1 Fund, the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and
2 individual Service Awards to Plaintiffs, and shall explain that the fees and expenses awarded to
3 Class Counsel, and Service Awards to Plaintiffs, in addition to amounts being made available for
4 relief to Class Members, will be deducted from the Settlement Fund and be paid out of the
5 Settlement Fund.

6 (e) Payment Election Form: The Long Form Notice shall include the Payment
7 Election Form, both of which shall inform the Class Member: (i) that he or she can elect to receive
8 the Settlement Share by payment to the Class Member's PayPal Account, bank account via eCheck,
9 if applicable, or by payment to the Uber Rider Account; (ii) that in order to receive the Settlement
10 Share by payment to the Class Member's PayPal Account or bank account via eCheck, if
11 applicable, the Class Member must fully complete and timely submit the Payment Election Form
12 prior to the Payment Election Deadline; and (iii) that if the Class Member elects to receive the
13 Settlement Share by a payment to the Class Member's PayPal Account or bank account via eCheck,
14 if applicable, it is the responsibility of the Class Member to ensure that the payment information in
15 the Class Member's Payment Election Form is current until such time as the payment of the
16 Settlement Share has been issued.

17 87. The Summary Notice: The Settlement Administrator shall have the e-mailing and
18 publication of the Summary Notice substantially completed pursuant to this Amended Stipulation of
19 Settlement, the Preliminary Approval Order, and as described in the Declaration of the Settlement
20 Administrator, attached hereto as Exhibit "I," and in such other method and manner as shall be
21 agreed upon by the Parties. The form of Summary Notice agreed upon by the Parties is in the form
22 substantially similar to the one attached hereto as Exhibit "G."

23 88. Reminder Notice to Account-Funded Class Members: Three (3) days prior to the
24 payment of the Net URA Payment to the Account-Funded Class Members' Uber Payment Account,
25 the Settlement Administrator will email a reminder notice to all Account-Funded Class Members
26 identified in the Final Distribution Report. The Reminder Notice shall inform all Account-Funded
27 Class Members identified in the Final Distribution Report: (i) that because the payment of the URA
28 Payment was not applied towards Uber Rideshare Services billed to the Account-Funded Class

1 Member's Uber Rider Account by the Last Use Date, a single attempt to pay the URA Payment to
2 the Account-Funded Class Member's Uber Payment Account will be made; (ii) that in order for the
3 Account-Funded Class Member to receive payment of the Settlement Share *via* his or her Uber
4 Payment Account, the Account-Funded Class Member must ensure that a default U.S. credit card,
5 U.S. debit card, PayPal account, or other payment method linked to the Account-Funded Class
6 Member's Uber Rider Account is current and accurate; and (iii) how to update the default U.S.
7 credit card, U.S. debit card, PayPal account, or other payment method linked to the Account-Funded
8 Class Member's Uber Rider Account.

9 **VII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE**

10 **AWARDS**

11 89. In recognition of the time and effort the representative Plaintiffs expended in
12 pursuing this action and in fulfilling their obligations and responsibilities as class representatives,
13 and of the benefits conferred on all Class Members by the Settlement, Class Counsel, may ask the
14 Court for the payment of a Service Award from the Settlement Fund to each of the representative
15 Plaintiffs. The Service Award payments as awarded by the Court shall be deducted from the
16 Settlement Fund and paid by the Settlement Administrator from the Escrow Account within
17 seventeen (17) days after the Effective Date or within three (3) business days after the Court has
18 entered an order awarding any Service Award to the representative Plaintiffs, whichever is later.

19 90. Class Counsel will make an application to the Court for an award of Attorneys' Fees
20 and Expenses in the Action incurred up to the submission of the application to the Court prior to the
21 Fairness Hearing. The amount of the Attorneys' Fees and Expenses will be determined by the
22 Court, and in no event shall Defendants be obligated to pay any amount in excess of the Settlement
23 Fund.

24 91. Any Attorneys' Fees and Expenses awarded by the Court shall be deducted from the
25 Settlement Fund and paid by the Settlement Administrator from the Escrow Account. Such
26 payment will be in lieu of statutory fees Plaintiffs and/or their attorneys might otherwise have been
27 entitled to recover from Defendants. This amount shall be inclusive of all fees and costs of Class
28 Counsel to be paid by Defendants and/or the Settlement Fund in the Action. Plaintiffs and Class

1 Counsel agree that Defendants shall not pay, or be obligated to pay, in excess of any award of
2 Attorneys' Fees and Expenses by the Court, and that in no event shall Defendants be obligated to
3 pay any amount in excess of the Settlement Fund.

4 92. Any Attorneys' Fees and Expenses awarded by the Court shall be paid from the
5 Settlement Fund within seventeen (17) days after the Effective Date or within three (3) business
6 days after the Court has entered an order awarding any Attorneys' Fees and Expenses, whichever is
7 later. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees and
8 Expenses amongst Class Counsel and any other attorneys for Plaintiffs. Defendants shall have no
9 liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded,
10 and, in the event that any dispute arises relating to the allocation of fees, Class Counsel agree to
11 indemnify and hold Defendants harmless from any and all such liabilities, costs, and expenses of
12 such dispute.

13 93. The procedure for and the allowance or disallowance by the Court of any application
14 for attorneys' fees, costs, expenses, or reimbursement to be paid to Class Counsel are not part of the
15 settlement of the Released Claims as set forth in this Amended Stipulation of Settlement, and are to
16 be considered by the Court separately from the Court's consideration of the fairness,
17 reasonableness, and adequacy of the settlement of the Released Claims as set forth in this Amended
18 Stipulation of Settlement. Any such separate order, finding, ruling, holding, or proceeding relating
19 to any such applications for attorneys' fees and expenses, or any separate appeal from any separate
20 order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them,
21 shall not operate to terminate or cancel this Amended Stipulation of Settlement or otherwise affect
22 or delay the finality of the Final Order and Final Judgment or the Settlement.

23 **VIII. RELEASES AND DISMISSAL OF ACTION**

24 94. ***Release from Plaintiffs and Class Members to Defendants.*** Upon the Effective
25 Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final
26 Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released
27 Claims against the Released Parties.

28 95. With respect to the Released Claims, Plaintiffs and Class Members expressly waive

1 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code and
2 any analogous law, statute, or rule. Section 1542 states:

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

9 Representative Plaintiffs fully understand that the facts in existence at the time this Amended
10 Stipulation of Settlement is executed and entry of the Preliminary Approval Order may be different
11 from the facts now believed by representative Plaintiffs to be true and expressly accept and assume
12 the risk of this possible difference in facts and agree that this Amended Stipulation of Settlement
13 remains effective despite any difference in facts. In connection with such waiver and
14 relinquishment, representative Plaintiffs hereby acknowledge that they are aware that they or their
15 attorneys may hereafter discover claims or facts in addition to or different from those that they now
16 know or believe exist with respect to the Released Claims, but that it is their intention to hereby
17 fully, finally, and forever settle and release all of the Released Claims known or unknown,
18 suspected or unsuspected, that they have against the Released Parties. In furtherance of such
19 intention, the Release herein given by Plaintiffs and the Class Members to the Released Parties shall
20 be and remain in effect as a full and complete general release notwithstanding the discovery or
21 existence of any such additional different claims or facts. Representative Plaintiffs expressly
22 acknowledge that they have been advised by Class Counsel of the contents and effect of Section
23 1542, and with knowledge, each of them hereby expressly waive whatever benefits they may have
24 had pursuant to such section. Further, Plaintiffs and the Class Members agree that this waiver is an
25 essential and material term of this release and the Amended Stipulation of Settlement that underlies
26 it and that without such waiver Defendants would not have accepted or agreed to the Amended
27 Stipulation of Settlement. Notwithstanding any provision of this paragraph, Plaintiffs and Class
28 Members are not releasing any claims for personal injuries.

96. ***Release from Defendants to Plaintiffs.*** Upon the Effective Date, Defendants, on
behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns,

1 shall release, forever discharge the Plaintiffs, Class Counsel, and their attorneys from and shall be
2 forever barred from instituting, maintaining, or prosecuting the Defendants' Released Claims.
3 "Defendants' Released Claims" means any and all claims, causes of action, cross-claims, counter
4 claims, liens, demands, actions, causes of action, obligations, damages or liabilities of any nature
5 whatsoever against Plaintiffs, Class Counsel and their attorneys, known or unknown, whether
6 arising under any international, federal, state or local statute, ordinance, common law, regulation,
7 principle of equity or otherwise, that arise out of or relate in any way, to the institution, filing,
8 prosecution, or settlement of the Action.

9 97. Members of the Class who have opted out of the Settlement by the date set by the
10 Court do not release their claims and will not obtain any benefits of the Settlement.

11 98. The Court shall enter an order retaining jurisdiction over the Parties to this Amended
12 Stipulation of Settlement with respect to the enforcement and future performance of the terms of
13 this Amended Stipulation of Settlement. In the event that any applications for relief are made, such
14 applications shall be made to the Court.

15 99. Upon the Effective Date: (a) this Amended Stipulation of Settlement shall be the
16 exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and
17 (b) Plaintiffs and the Class Members stipulate to be and shall be permanently barred and enjoined
18 by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal
19 or state court or tribunal any and all Released Claims.

20 100. Notwithstanding anything to the contrary in this Amended Stipulation of Settlement,
21 nothing in this Amended Stipulation of Settlement shall release any claims that Defendants or any
22 of the Released Parties have against their insurers, including, without limitation, under any policy
23 issued to, or on behalf of, or for the benefit of, Defendants or any of the Released Parties.

24 **IX. ADMINISTRATION OF THE SETTLEMENT**

25 101. Because the names of Class Members and other personal information about them
26 will be provided to the Settlement Administrator for purposes of providing cash benefits and
27 processing opt out requests, the Settlement Administrator will execute a confidentiality and non-
28 disclosure agreement with Defendants and Class Counsel and will ensure that any information

1 provided to it by Class Members will be secure and used solely for the purpose of effecting this
2 Settlement.

3 102. In fulfilling its responsibilities in providing Class Notice, the Settlement
4 Administrator shall be responsible for, without limitation, consulting on and designing the notice to
5 the Class, including implementing the notice program set forth in the Declaration of the Settlement
6 Administrator attached as Exhibit "I." In particular, the Settlement Administrator shall be
7 responsible for: (a) arranging for the publication of the Summary Notice and dissemination of the
8 Class Notice as set forth in the Declaration of the Settlement Administrator attached hereto as
9 Exhibit "I" and pursuant to the requirements of this Amended Stipulation of Settlement;
10 (b) designing and implementing notice to the Class by various means as set forth in the Declaration
11 of the Settlement Administrator attached hereto as Exhibit "I" and pursuant to the requirements of
12 this Amended Stipulation of Settlement; (c) responding to requests from Class Counsel and/or
13 Defense Counsel; and (d) otherwise implementing and/or assisting with the dissemination of the
14 notice of the Settlement as set forth in the Declaration of the Settlement Administrator attached
15 hereto as Exhibit "I" and pursuant to the requirements of this Amended Stipulation of Settlement.

16 103. The Settlement Administrator also shall be responsible for, without limitation,
17 dissemination of Class Notice as set forth in the Declaration of the Settlement Administrator
18 attached hereto as Exhibit "I" and implementing the terms of the payment election process and
19 related administrative activities that include communications with Class Members concerning the
20 Settlement, the payment election process, and their options thereunder. In particular, the Settlement
21 Administrator shall be responsible for: (a) printing, e-mailing, mailing or otherwise arranging for
22 the mailing of the Class Notice in response to Class Members' requests; (b) making any mailings
23 required under the terms of this Amended Stipulation of Settlement; (c) establishing a settlement
24 website (www.RideShareSettlement.com) that contains the Payment Election Form; (d) establishing
25 a toll-free voice response unit with message and interactive voice response (IVR) capabilities to
26 which Class Members may refer for information about the Action and the Settlement; (e) receiving
27 and maintaining any Class Member correspondence regarding requests for exclusion to the
28 Settlement; (f) forwarding inquiries from Class Members to Class Counsel for a response, if

1 warranted; (g) establishing an e-mail address and post office box for the receipt of Payment
2 Election Forms, exclusion requests, and any correspondence; (h) reviewing Payment Election
3 Forms according to the review protocols agreed to by the Parties and set forth in this Amended
4 Stipulation of Settlement and the Settlement Administration Protocol, attached hereto as
5 Exhibit “F”; and (i) otherwise implementing and/or assisting with the Payment Election Form
6 review process and the payment of Settlement Shares to Class Members.

7 104. The Settlement Administrator shall administer the Settlement in accordance with the
8 terms of this Amended Stipulation of Settlement (including, but not limited to, the Settlement
9 Administration Protocol attached as Exhibit “F”) and, without limiting the foregoing, shall:

10 (a) Treat any and all documents, communications and other information and
11 materials received in connection with the administration of the Settlement as confidential and shall
12 not disclose any or all such documents, communications or other information to any person or entity
13 except as provided for in this Amended Stipulation of Settlement or by court order;

14 (b) Receive requests for exclusion or opt out requests from Class Members and
15 provide to Class Counsel and Defense Counsel a copy thereof within three (3) days of receipt. If
16 the Settlement Administrator receives any requests for exclusion or opt out request after the
17 deadline for the submission of such requests, the Settlement Administrator shall promptly provide
18 Class Counsel and Defense Counsel with copies thereof; and

19 (c) Receive and maintain all correspondence from any Class Member regarding
20 the Settlement.

21 105. The Settlement Administrator shall be reimbursed from the Settlement Fund up to
22 the amount specified in the Declaration of the Settlement Administrator, attached hereto as
23 Exhibit “I” toward reasonable costs, fees, and expenses of providing notice to the Class and
24 administering the Settlement in accordance with this Amended Stipulation of Settlement.

25 106. Each Class Member may submit a Payment Election Form. Class Members must
26 follow and abide by the instructions set forth in the Payment Election Form. When requested in the
27 Payment Election Form, the Payment Election Form shall include an attestation, substantially in the
28 following form: “I declare under penalty of perjury that the information provided above is true and

1 accurate.” Payment Election Forms will be: (a) included on the settlement website
2 (www.RideShareSettlement.com) to be designed and administered by the Settlement Administrator;
3 and (b) made readily available from the Settlement Administrator, as provided in the Preliminary
4 Approval Order. In the Summary Notice that will be emailed pursuant to the Paragraph 85(d)(i)
5 herein, each Class Member shall be provided a unique individualized number, referred to as a Claim
6 Number. In the event a Class Member does not have his or her Claim Number, that Class
7 Member’s Payment Election Form must include proof(s) of purchase for each Uber Ride Service
8 With A Safe Rides Fee that the Class Member claims compensation for pursuant to the terms and
9 conditions of this Settlement.

10 107. Payment Election Forms that do not meet the requirements set forth in this Amended
11 Stipulation of Settlement and in the Payment Election Form instructions shall be rejected. Where a
12 good faith basis exists, the Settlement Administrator may reject a Class Member’s Payment
13 Election Form for, among other reasons (including those set forth in the Settlement Administration
14 Protocol, attached hereto as Exhibit “F”), the following:

- 15 (a) Failure to fully complete and/or sign the Payment Election Form;
- 16 (b) Illegible Payment Election Form;
- 17 (c) The person submitting the Payment Election Form is not a Class Member;
- 18 (d) The Payment Election Form is fraudulent;
- 19 (e) The Payment Election Form is duplicative of another Payment Election
20 Form;
- 21 (f) The person submitting the Payment Election Form requests that payment be
22 made to a person or entity other than the Class Member for whom the Payment Election Form is
23 submitted;
- 24 (g) Failure to submit a Payment Election Form by the Payment Election
25 Deadline; and/or
- 26 (h) The Payment Election Form otherwise does not meet the requirements of this
27 Amended Stipulation of Settlement.

28

1 108. The Settlement Administrator shall determine whether a Payment Election Form
2 meets the requirements set forth in this Amended Stipulation of Settlement. Each Payment Election
3 Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine (in
4 accordance with this Amended Stipulation of Settlement and the Settlement Administration
5 Protocol, attached hereto as Exhibit “F”) the extent, if any, to which the election shall be allowed.

6 109. Payment Election Forms that do not meet the terms and conditions of this Amended
7 Stipulation of Settlement shall be promptly rejected by the Settlement Administrator. The
8 Settlement Administrator shall have ten (10) days from the Payment Election Deadline to exercise
9 the right of rejection. The Settlement Administrator shall notify the Class Member using the
10 contact information provided in the Payment Election Form of the rejection. Class Counsel and
11 Defense Counsel shall be provided with copies of all such notifications to Class Members. If any
12 Class Member whose Payment Election Form has been rejected, in whole or in part, desires to
13 contest such rejection, the Class Member must, within ten (10) business days from receipt of the
14 rejection, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of
15 reasons indicating the grounds for contesting the rejection, along with any supporting
16 documentation, and requesting further review by the Settlement Administrator, in consultation with
17 Class Counsel and Defense Counsel, of the denial of the Payment Election Form. If Class Counsel
18 and Defense Counsel cannot agree on a resolution of the Class Member’s notice contesting the
19 rejection, the disputed Payment Election Form shall be presented to the Court or a referee appointed
20 by the Court for summary and non-appealable resolution.

21 110. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs,
22 Class Counsel, the Class, and/or the Settlement Administrator based on any eligibility
23 determinations, distributions, or awards made in accordance with this Amended Stipulation of
24 Settlement. This provision does not affect or limit in any way the right of review by the Court or
25 referee of any disputed Payment Election Forms as provided in this Amended Stipulation of
26 Settlement.

27 111. Any Class Member who fails to submit a Payment Election Form by the Payment
28 Election Deadline shall become an Account-Funded Class Member and will receive the Settlement

1 Share by payment to the Class Member's Uber Rider Account. A Payment Election Form may be
2 submitted electronically at the settlement website (www.RideShareSettlement.com) to be designed
3 and administered by the Settlement Administrator. The Payment Election Form shall be deemed to
4 have been submitted when it is actually received by the Settlement Administrator.

5 112. Class Counsel and Defense Counsel shall have the right to inspect the Payment
6 Election Forms and supporting documentation received by the Settlement Administrator at any time
7 upon reasonable notice.

8 113. Any Class Member who, in accordance with the terms and conditions of this
9 Amended Stipulation of Settlement, does not seek exclusion from the Class will be bound together
10 with all Class Members by all of the terms of this Amended Stipulation of Settlement, including the
11 terms of the Final Order and Final Judgment to be entered in the Action and the releases provided
12 for herein, and will be barred from bringing any action in any forum (state or federal) against any of
13 the Released Parties concerning the Released Claims.

14 114. Not later than fourteen (14) days before the date of the Fairness Hearing, the
15 Settlement Administrator shall file with the Court a document: (a) containing a list of those persons
16 who have opted out or excluded themselves from the Settlement; (b) stating the total estimated
17 number of Class Members, and (c) the details regarding the number of valid Payment Election
18 Forms received and processed by the Settlement Administrator.

19 115. The Settlement Administrator may retain one or more persons to assist in the
20 completion of its responsibilities.

21 116. If the Settlement is not approved or for any reason the Effective Date does not occur,
22 no payments or distributions of any kind shall be made pursuant to this Amended Stipulation of
23 Settlement, except for the costs and expenses of the Settlement Administrator, which shall be paid
24 out of the Escrow Account, and for which Plaintiffs and/or Class Counsel are not responsible. In
25 the event the Settlement Administrator fails to perform its duties, and/or makes a material or
26 fraudulent misrepresentation to, or conceals requested material information from, Class Counsel,
27 Defendants, and/or Defense Counsel, then the party to whom the misrepresentation is made shall, in
28 addition to any other appropriate relief, have the right to demand that the Settlement Administrator

1 immediately be replaced. No party shall unreasonably withhold consent to remove the Settlement
2 Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal
3 of the Settlement Administrator in good faith, and, if they are unable to do so, will refer the matter
4 to the Court for resolution.

5 117. The Settlement Administrator shall coordinate with Defense Counsel to provide
6 notice as required by 28 U.S.C. § 1715, and all costs associated thereto shall be paid by Defendants,
7 in addition to Defendants' obligation to create/pay the Settlement Fund.

8 118. Defendants and the Released Parties are not obligated to (and will not be obligated
9 to) compute, estimate, or pay any taxes on behalf of any Plaintiff, any Class Member, Class
10 Counsel, Class Counsel, and/or the Settlement Administrator.

11 **X. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS**

12 119. Any written objection to the Settlement must (i) clearly identify the case name and
13 number; (ii) be submitted to the Court by filing the written objection through the Court's Case
14 Management/Electronic Case Files ("CM/ECF") system, by mailing the written objection to the
15 Class Action Clerk for United States District Court for the Northern District, or by filing the written
16 objection in person at any location of the United States District Court for the Northern District of
17 California; and (iii) be filed or postmarked on or before the objection deadline provided in the
18 Court's Preliminary Approval Order. Only Settlement Class Members who do not Opt-Out may file
19 objections. To the extent a timely objection is withdrawn before final approval, such an objection
20 shall be treated as though no objection has been made.

21 120. The Parties shall request that the Court allow any interested party to file a reply to
22 any objection, no later than seven (7) days before the Fairness Hearing, or as the Court may
23 otherwise direct.

24 121. Members of the Class may elect to opt out of the Settlement, relinquishing their
25 rights to benefits hereunder. Members of the Class who opt out of the Settlement will not release
26 their claims pursuant to this Amended Stipulation of Settlement. Class Members wishing to opt out
27 of the Settlement must send to the Settlement Administrator by U.S. mail (to the address provided
28 in the Class Notice) a letter including (a) their full name; (b) the email address and/or telephone

1 number associated with their Uber Rider Account; (c) a clear statement communicating that they
2 elect to be excluded from the Class, do not wish to be a Class Member, and elect to be excluded
3 from any judgment entered pursuant to the Settlement; (d) the case name and case number
4 (*McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) their signature.
5 Any request for exclusion or opt out must be postmarked on or before the exclusion or opt out
6 deadline provided in the Court’s Preliminary Approval Order. The date of the postmark on the
7 return-mailing envelope shall be the exclusive means used to determine whether a request for
8 exclusion has been timely submitted. Members of the Class who fail to submit a valid and timely
9 request for exclusion on or before the date specified in the Court’s Preliminary Approval Order
10 shall be bound by all terms of this Amended Stipulation of Settlement and the Final Order and Final
11 Judgment, regardless of whether they have requested exclusion from the Settlement.

12 122. Any member of the Class who submits a timely request for exclusion or opt out may
13 not file an objection to the Settlement and shall be deemed to have waived any rights or benefits
14 under this Amended Stipulation of Settlement.

15 123. The Settlement Administrator shall promptly provide copies of all requests for
16 exclusion, objections, and/or related correspondence from Class Members to Class Counsel and
17 Defense Counsel. Not later than three (3) business days after the deadline for submission of
18 requests for exclusion or opt out, the Settlement Administrator shall provide to Class Counsel and
19 Defense Counsel a complete opt out list together with copies of the opt out requests.

20 124. On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be
21 conducted to determine final approval of the Settlement. A motion in support of final approval of
22 the Settlement shall be filed no later than seven (7) days before the Fairness Hearing. A motion for
23 Service Awards to the Plaintiffs and an award of Attorneys’ Fees and Expenses to Class Counsel
24 shall be filed no later than fourteen (14) before deadline to object or opt-out of the Settlement.

25 Upon final approval of the Settlement by the Court at or after the Fairness Hearing, the Parties shall
26 present the Final Order and Final Judgment, substantially in the form attached to this Amended
27 Stipulation of Settlement as Exhibits “A” and “B,” and a final order approving the Attorneys’ Fees
28 and Expenses and the Service Awards, to the Court for approval and entry.

1 Stipulation of Settlement and its implementing documents (including all exhibits hereto) without
2 further notice to the Class or approval by the Court if such changes are consistent with the Court's
3 Final Order and Final Judgment and do not materially alter, reduce or limit the rights of Class
4 Members under this Amended Stipulation of Settlement.

5 129. In the event the terms or conditions of this Amended Stipulation of Settlement, *other*
6 *than* terms pertaining to the Attorneys' Fees and Expenses and/or Service Awards, are materially
7 modified by any court, either party in its sole discretion to be exercised within fourteen (14) days
8 after such a material modification may declare this Stipulation of Settlement null and void (with the
9 exception of Paragraphs 101, 104(a), 126, 127, 131, 132, 152, and 154 herein). In the event that a
10 party exercises his/her/its option to withdraw from and terminate this Amended Stipulation of
11 Settlement, then the Settlement proposed herein shall become null and void (with the exception of
12 Paragraphs 101, 104(a), 126, 127, 131, 132, 152, and 154 herein) and shall have no force or effect,
13 the Parties shall not be bound by this Amended Stipulation of Settlement, and the Parties will be
14 returned to their respective positions existing immediately before the execution of this Amended
15 Stipulation of Settlement. Notwithstanding the foregoing Paragraph 129, in the event this Amended
16 Stipulation of Settlement is not approved by any court, or the Settlement set forth in this Amended
17 Stipulation of Settlement is declared null and void, or in the event that the Effective Date does not
18 occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable
19 for any costs of notice and administration associated with this Settlement or this Amended
20 Stipulation of Settlement, except that each Party shall bear its own attorneys' fees and costs and
21 Defendants' future payment obligations shall cease.

22 130. Notwithstanding any other provision of this Stipulation of Settlement, if more than
23 five percent (5%) of the Class opt out of the Settlement, Defendants, in their sole discretion, may
24 rescind and revoke the entire Settlement and this Stipulation of Settlement, thereby rendering the
25 Settlement null and void in its entirety (with the exception of Paragraphs 101, 104(a), 126, 127, 131,
26 132, 152, and 154 herein), by sending written notice that Defendants revoke the settlement pursuant
27 to this paragraph to Class Counsel within five (5) business days following the date the Settlement
28 Administrator informs Defendants of the number of members of the Class who have requested to

1 opt out of the Settlement pursuant to the provisions set forth above. If Defendants rescind the
2 Settlement pursuant to this paragraph, they shall have no further obligations to pay the Settlement
3 Fund and shall be responsible for only the fees and expenses actually incurred by the Settlement
4 Administrator, which will be paid out of the Escrow Account, and for which Plaintiffs and their
5 Counsel are not liable.

6 **XIII. SETTLEMENT NOT EVIDENCE AGAINST PARTIES**

7 131. The Parties expressly acknowledge and agree that this Amended Stipulation of
8 Settlement and its Exhibits, along with all related drafts, motions, pleadings, conversations,
9 negotiations, information exchanged, and correspondence relating thereto, constitute an offer of
10 compromise and a compromise within the meaning of Federal Rule of Evidence 408, the mediation
11 privilege, and any equivalent state law or rule. In no event shall this Amended Stipulation of
12 Settlement, any of its provisions or any negotiations, statements or court proceedings relating to its
13 provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of
14 any kind in the Action, any other action, or in any judicial, administrative, regulatory or other
15 proceeding, except that this Amended Stipulation of Settlement is intended to be admissible and
16 subject to disclosure for the purpose of carrying out the Settlement, in a proceeding to enforce this
17 Amended Stipulation of Settlement or the rights of the Parties or their counsel, and by Defendants
18 in connection with any claim or action relating to Defendants' insurance coverage for the
19 Settlement. Without limiting the foregoing, neither this Amended Stipulation of Settlement nor any
20 related negotiations, statements, or court proceedings shall be construed as, offered as, received as,
21 used as or deemed to be evidence or an admission or concession of any liability or wrongdoing
22 whatsoever on the part of any person or entity, including, but not limited to, Defendants, the
23 Released Parties, Plaintiffs, or the Class, or as a waiver by Defendants, the Released Parties,
24 Plaintiffs, or the Class of any applicable privileges, claims or defenses.

25 132. The provisions contained in this Amended Stipulation of Settlement are not and shall
26 not be deemed a presumption, concession, or admission by Defendants of any default, liability or
27 wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or
28 proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in

1 evidence or otherwise used by any person in the Action, or in any other action or proceeding,
2 whether civil, criminal or administrative, except that Defendants may file this Amended Stipulation
3 of Settlement or the Final Judgment in any action that may be brought against any Released Parties
4 in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
5 release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or
6 issue preclusion or similar defense or counterclaim. Defendants expressly deny the allegations in
7 the Action. Defendants do not admit that they or any of the Released Parties have engaged in any
8 wrongful activity or that any person has sustained any damage by reason of any of the facts
9 complained of in the Action. Defendants do not consent to certification of the Class for any
10 purpose other than to effectuate the Settlement of the Action.

11 **XIV. BEST EFFORTS**

12 133. Class Counsel shall take all necessary actions to accomplish approval of the
13 Settlement, the Class Notice, and dismissal of the Action. The Parties (including their counsel,
14 successors, and assigns) agree to cooperate fully and in good faith with one another and to use their
15 best efforts to effectuate the Settlement, including without limitation in seeking preliminary and
16 final Court approval of this Amended Stipulation of Settlement and the Settlement embodied herein,
17 carrying out the terms of this Amended Stipulation of Settlement, and promptly agreeing upon and
18 executing all such other documentation as may be reasonably required to obtain final approval by
19 the Court of the Settlement. In the event that the Court fails to approve the Settlement or fails to
20 issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent
21 with this Amended Stipulation of Settlement and subject to Paragraph 129, to cure any defect
22 identified by the Court.

23 134. Each Party will cooperate with the other party in connection with effectuating the
24 Settlement or the administration of claims thereunder. Any requests for cooperation shall be
25 narrowly tailored and reasonably necessary for the requesting Party to recommend the Settlement to
26 the Court, and to carry out its terms.

XV. MISCELLANEOUS PROVISIONS

1
2 135. The Parties agree that the recitals are contractual in nature and form a material part
3 of this Amended Stipulation of Settlement.

4 136. This Amended Stipulation of Settlement and its accompanying Exhibits set forth the
5 entire understanding of the Parties. No change to or termination of this Amended Stipulation of
6 Settlement shall be effective unless in writing and signed by Class Counsel and Defense Counsel.
7 No extrinsic evidence or parol evidence shall be used to interpret this Amended Stipulation of
8 Settlement.

9 137. Any and all previous agreements and understandings between or among the Parties
10 regarding the subject matter of this Amended Stipulation of Settlement, whether written or oral, are
11 superseded and hereby revoked by this Amended Stipulation of Settlement. The Parties expressly
12 agree that the terms and conditions of this Amended Stipulation of Settlement will control over any
13 other written or oral agreements.

14 138. This Settlement may not be changed, altered, or modified, except in writing and
15 signed by the Parties and approved by the Court. This Settlement may not be discharged except by
16 performance in accordance with its terms or by a writing signed by the Parties.

17 139. All of the Parties warrant and represent that they are agreeing to the terms of this
18 Amended Stipulation of Settlement based upon the legal advice of their respective attorneys, that
19 they have been afforded the opportunity to discuss the contents of this Amended Stipulation of
20 Settlement with their attorneys and that the terms and conditions of this document are fully
21 understood and voluntarily accepted.

22 140. The waiver by any Party of a breach of any term of this Amended Stipulation of
23 Settlement shall not operate or be construed as a waiver of any subsequent breach by any party.
24 The failure of a Party to insist upon strict adherence to any provision of this Amended Stipulation of
25 Settlement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon
26 strict adherence.

27 141. The Parties represent, covenant, and warrant that they have not directly or indirectly,
28 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or

1 entity any portion of any claims, causes of action, demands, rights, and liabilities of every nature
2 and description released under this Settlement.

3 142. This Settlement will be binding upon and will inure to the benefit of the Parties and
4 their respective heirs, trustees, executors, administrators, successors and assigns.

5 143. The headings in this Amended Stipulation of Settlement are inserted merely for the
6 purpose of convenience and shall not affect the meaning or interpretation of this document.

7 144. Any exhibits to this Amended Stipulation of Settlement are hereby incorporated and
8 made a part of this Amended Stipulation of Settlement.

9 145. This Amended Stipulation of Settlement shall be governed and construed in
10 accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of
11 California.

12 146. All agreements made and orders entered during the course of the litigation of the
13 Actions relating to the confidentiality of information shall survive this Amended Stipulation of
14 Settlement.

15 147. All reference to “days” in this Amended Stipulation of Settlement shall refer to
16 calendar days, unless otherwise specified, provided that if a deadline provided for in the Amended
17 Stipulation of Settlement falls on a weekend or holiday, that deadline shall be the next day that is
18 not a weekend or holiday.

19 148. This Amended Stipulation of Settlement may be executed with facsimile signatures
20 and in counterparts, each of which shall be deemed an original and all of which, when taken
21 together, shall constitute one and the same instrument. The date of execution shall be the latest date
22 on which any Party signs this Amended Stipulation of Settlement.

23 149. This Amended Stipulation of Settlement has been negotiated among and drafted by
24 Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Defendants shall not be
25 deemed to be the drafter of this Amended Stipulation of Settlement or of any particular provision,
26 nor shall they argue that any particular provision should be construed against its drafter or otherwise
27 resort to the *contra proferentem* canon of construction. Accordingly, this Amended Stipulation of
28 Settlement should not be construed in favor of or against one Party as to the drafter, and the Parties

1 agree that the provisions of California Civil Code § 1654 and common law principles of construing
2 ambiguities against the drafter shall have no application. All Parties agree that counsel for the
3 Parties drafted this Amended Stipulation of Settlement during extensive arms' length negotiations.
4 No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the
5 intent of the Parties or their counsel, or the circumstances under which this Amended Stipulation of
6 Settlement was made or executed.

7 150. Defendants represent and warrant that the individual(s) executing this Amended
8 Stipulation of Settlement are authorized to enter into this Amended Stipulation of Settlement on
9 behalf of Defendants. The signatories to this Settlement hereby represent that they are fully
10 authorized to enter into this Settlement on behalf of themselves or their respective principals.

11 151. Any disagreement and/or action to enforce this Amended Stipulation of Settlement
12 shall be commenced and maintained only in the Court in which this Action is pending.

13 152. Whenever this Amended Stipulation of Settlement requires or contemplates that one
14 of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
15 day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

16 Upon Class Counsel at:

17 Robert R. Ahdoot
18 rahdoot@ahdootwolfson.com
19 Tina Wolfson
20 twolfson@ahdootwolfson.com
21 AHDOOT & WOLFSON, PC
22 1016 Palm Avenue
23 West Hollywood, CA 90069

24 Mike Arias
25 mike@asstlawyers.com
26 Alfredo Torrijos
27 alfredo@asstlawyers.com
28 ARIAS, SANGUINETTI, STAHL & TORRIJOS, LLP
6701 Center Drive West, 14th Floor
Los Angeles, CA 90045

1
2 Upon Defense Counsel at:

3 Andra B. Greene
4 agreene@irell.com
5 Alvin Matthew Ashley
6 mashley@irell.com
7 IRELL & MANELLA, LLP
8 840 Newport Center Drive, Suite 400
9 Newport Beach, CA 92660

10 153. The Parties reserve the right, subject to the Court's approval, to agree to any
11 reasonable extensions of time that might be necessary to carry out any of the provisions of this
12 Amended Stipulation of Settlement.

13 154. The Court has jurisdiction over the Parties to this Stipulation of Settlement and the
14 Class.

15 155. The Parties believe that this Amended Stipulation of Settlement is a fair, adequate,
16 and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-
17 length negotiations, taking into account all relevant factors, present and potential.
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1 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and
2 intending to be legally bound hereby, have duly executed this Amended Stipulation of Settlement as
3 of the date set forth below.

4
5 **PLAINTIFFS**

6
7 Dated: _____



Nate Coolidge
Plaintiff

8
9
10 Dated: _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: June 1, 2017


Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: May 31, 2017 _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____


Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

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10 Dated: _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19 Dated: 5/31/17



Todd Schreiber
Plaintiff

20
21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

28

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19 Dated: _____

Todd Schreiber
Plaintiff

20
21
22 **DEFENDANTS**

23
24 Dated: _____

s/ Gautam Gupta

Uber Technologies, Inc.

25
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27 By: Gautam Gupta
Its: Head of Finance
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Dated: _____ s/ Gautam Gupta

Rasier, LLC

By: Gautam Gupta
Its: Head of Finance

CLASS COUNSEL

Dated: _____

By: Robert Ahdoot
AHDOOT & WOLFSON, PC
Attorneys for Plaintiffs and the Class

Dated: _____

By: Alfredo Torrijos
**ARIAS, SANGUENETTI, STAHL & TORRIJOS,
LLP**
Attorneys for Plaintiffs and the Class

Dated: _____

By: Nicholas Coulson
LIDDLE & DUBIN, PC
Attorneys for Plaintiffs and the Class

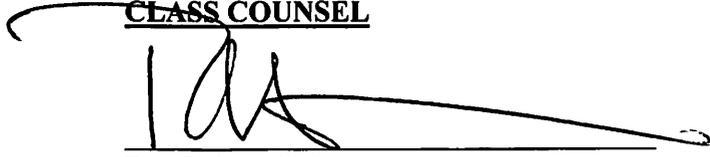
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Dated: _____

Rasier, LLC

By:
Its:

CLASS COUNSEL



Dated: 6-1-17

By: Robert Ahdoot
AHDOOT & WOLFSON, PC
Attorneys for Plaintiffs and the Class

Dated: _____

By: Alfredo Torrijos
ARIAS, SANGUENETTI, STAHL & TORRIJOS, LLP
Attorneys for Plaintiffs and the Class

Dated: _____

By: Nicholas Coulson
LIDDLE & DUBIN, PC
Attorneys for Plaintiffs and the Class

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Dated: _____

Rasier, LLC

By:
Its:

CLASS COUNSEL

Dated: _____

By: Robert Ahdoot
AHDOOT & WOLFSON, PC
Attorneys for Plaintiffs and the Class

Dated: June 1, 2017



By: Alfredo Torrijos
ARIAS, SANGUENETTI, STAHL & TORRIJOS, LLP
Attorneys for Plaintiffs and the Class

Dated: _____

By: Nicholas Coulson
LIDDLE & DUBIN, PC
Attorneys for Plaintiffs and the Class

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Dated: _____

Rasier, LLC

By:
Its:

CLASS COUNSEL

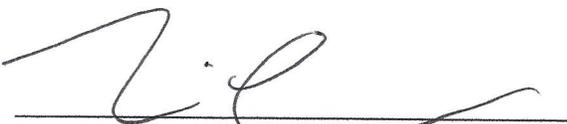
Dated: _____

By: Robert Ahdoot
AHDOOT & WOLFSON, PC
Attorneys for Plaintiffs and the Class

Dated: _____

By: Alfredo Torrijos
ARIAS, SANGUENETTI, STAHL & TORRIJOS, LLP
Attorneys for Plaintiffs and the Class

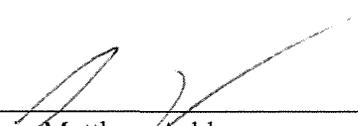
Dated: 6/1/17



By: Nicholas Coulson
LIDDLE & DUBIN, PC
Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

1
2
3 Dated: 6/1/17



By: Alvin Matthew Ashley
IRELL & MANELLA, LLP
Attorneys for Defendants, Uber Technologies, Inc. and
Rasier, LLC

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Exhibit A

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

BYRON MCKNIGHT, JULIAN MENA,
TODD SCHREIBER, NATE COOLIDGE, and
ERNESTO MEJIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., a Delaware
Corporation, RASIER, LLC, a Delaware
Limited Liability Company

Defendants.

CASE NO. 3:14-cv-05615-JST

**FINAL ORDER APPROVING CLASS
ACTION SETTLEMENT
[PROPOSED]**

Hon. Jon S. Tigar, Presiding

1 This motion for final approval, having been brought before the Court jointly by the Parties, the
2 Parties having entered into an Amended Stipulation of Settlement, with its attached exhibits,
3 (collectively, the “Amended Stipulation of Settlement”), signed and filed with this Court on
4 _____, 2017, to settle *Byron McKnight, et al. vs. Uber Technologies, Inc., et al.*, Case
5 No. 3:14-cv-05615-JST, which was consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*,
6 Case No. 3:15-cv-00064-JST (collectively, the “Action”); and

7
8 The Court having entered an Order dated _____, 2017 (the “Preliminary
9 Approval Order”), preliminarily certifying the putative class in this action for settlement purposes only
10 under Fed. R. Civ. P. 23(a) and (b)(3), ordering individual and publication notice to potential Class
11 Members, scheduling a Fairness Hearing for _____, 2017 providing potential
12 Class Members with an opportunity either to exclude themselves from the Settlement Class or to
13 object to the proposed settlement and issuing related Orders; and the Court having held a Fairness
14 Hearing on _____, 2017 to determine whether to grant final approval of the
15 proposed settlement and issue related relief; and

16
17 The Court having considered the papers submitted by the Parties and by all other persons who
18 timely submitted papers in accordance with the Preliminary Approval Order, and having heard oral
19 presentations by the Parties and all persons who complied with the Preliminary Approval Order, and
20 based on all of the foregoing, together with this Court’s familiarity with the Action, it is hereby
21 **ORDERED, ADJUDGED, AND DECREED** as follows:

22
23 1. **Incorporation of Other Documents.** This Final Order Approving Class Action
24 Settlement incorporates and makes a part hereof: (a) the Amended Stipulation of Settlement, including
25 all amendments and exhibits thereto, and definitions included therein, which was signed and filed with
26 this Court on _____, 2017; (b) the briefs, affidavits, declarations, and other materials
27 filed in support of the settlement, Service Awards, and Class Counsel’s request for an award of
28 attorneys’ fees and reimbursement of expenses; (c) the record at the Fairness Hearing; (d) the

1 documents listed on the docket sheet or otherwise submitted to the Court; and (e) all prior proceedings
2 in the Action.

3 2. **Jurisdiction.** Because due, adequate, and the best practicable notice has been
4 disseminated and all potential Class Members have been given the opportunity to exclude themselves
5 from or object to this class action settlement, the Court has personal jurisdiction over all Class
6 Members (as defined below). The Court has subject-matter jurisdiction over the claims asserted in the
7 complaint and/or the Action pursuant to 28 U.S.C. §§ 1332 and 1367, including, without limitation,
8 jurisdiction to approve the proposed settlement and the Amended Stipulation of Settlement, grant final
9 certification to the Class, dismiss the Action on the merits and with prejudice, and issue related orders.
10 The Court finds that venue is proper in this district pursuant to 28 U.S.C. § 1391.

11 3. **Final Class Certification.** The Class preliminarily certified by this Court is hereby
12 finally certified for settlement purposes only under Fed. R. Civ. P. 23(a), (b)(3), and (c)(2), the Court
13 finding that the Class fully satisfies all the applicable requirements of Fed. R. Civ. P. 23 and due
14 process. The Class shall consist of all persons who, from January 1, 2013 to January 31, 2016, used
15 the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee
16 in the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all
17 transportation services that were arranged through Defendants’ website or the Uber App where a Safe
18 Rides Fee was paid (such as UberX, etc.). “Uber App” means the Uber smartphone application by
19 which riders may request Uber Rideshare Services. “Uber Rideshare Services” means all
20 transportation services that are arranged through Defendants’ website or the Uber App, regardless of
21 type of ride or service that is requested. “Uber” means the companies, incorporated in the State of
22 Delaware as Uber Technologies, Inc. and Raiser, LLC, who operate the ride share service commonly
23 known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and
24 officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court and Court staff. “Employees”
25 means any person whose Uber account email address ended with “@uber.com” as of May 8, 2017.

26 4. **Requests for Exclusion.** The Court finds that only those individuals specifically listed
27 in Exhibit A to the Declaration of _____ and filed with the
28 Court, and no other member of the Class, have submitted timely and valid requests for exclusion from

1 the Class and are therefore not bound by this Final Order and accompanying Final Judgment.
2 Attached hereto as Exhibit A is the list of individuals who submitted timely and valid requests for
3 exclusion from the Class and are therefore not bound by this Final Order and accompanying Final
4 Judgment. All other members of the Class are bound by the terms and conditions of the Amended
5 Stipulation of Settlement, this Final Order, and accompanying Final Judgment. Class Counsel and
6 Defense Counsel may mutually agree to allow additional Class Members to exclude themselves or to
7 withdraw their exclusion requests by filing an appropriate notice with the Court.

8 5. **Adequacy of Representation**. Class Plaintiffs Julian Mena, Todd Schreiber, Nate
9 Coolidge, Ernesto Mejia, and Byron McKnight have adequately represented the Class for purposes of
10 entering into and implementing the Settlement. Tina Wolfson and Robert Ahdoot of Ahdoot &
11 Wolfson, PC; Mike Arias and Alfredo Torrijos of Arias, Sanguinetti, Stahle & Torrijos, LLP; and
12 Nicholas Coulson of Liddle & Dubin, P.C., are experienced and adequate Class Counsel. Class
13 Plaintiffs and Class Counsel have satisfied the requirements of Fed. R. Civ. P. 23(a)(4) and 23(g).

14 6. **Class Notice**. The Court finds that the dissemination of the Class Notice, the
15 publication of the Summary Notice, the establishment of a website containing settlement-related
16 materials, the establishment of a toll-free telephone number, and all other notice methods set forth in
17 the Amended Stipulation of Settlement and the Declaration of the Settlement Administrator and the
18 notice dissemination methodology implemented pursuant to the Amended Stipulation of Settlement
19 and this Court's Preliminary Approval Order, as described in the Declaration of the Settlement
20 Administrator, a copy of which is incorporated herein and made a part hereof:

21 a. constituted the best practicable notice to Class Members under the
22 circumstances of the Action;

23 b. constituted notice that was reasonably calculated, under the circumstances, to
24 apprise Class Members of (i) the pendency of this action; (ii) the terms of the Settlement; (iii) their
25 rights under the Settlement; (iv) their right to exclude themselves from the Class and the Settlement;
26 (v) their right to object to any aspect of the Settlement (including, but not limited to, final certification
27 of the Class, the fairness, reasonableness, or adequacy of the Settlement, the adequacy of the Class's
28 representation by Plaintiffs or Class Counsel, and/or the award of attorneys' fees); (vi) their right to

1 appear at the Fairness Hearing – either on their own or through counsel hired at their own expense – if
2 they did not exclude themselves from the Class; and (vii) the binding effect of the Orders and
3 Judgment in this action, whether favorable or unfavorable, on all persons who did not request
4 exclusion from the Class;

5 c. constituted notice that was reasonable, due, adequate, and sufficient notice to all
6 persons and entities entitled to be provided with notice; and

7 d. constituted notice that met all applicable requirements of the Federal Rules of
8 Civil Procedure, 28 U.S.C. §1715, the Due Process Clause of the United States Constitution, and any
9 other applicable law, as well as complied with the Federal Judicial Center’s illustrative class action
10 notices.

11 7. **Final Settlement Approval.** The terms and provisions of the Settlement and Amended
12 Stipulation of Settlement, have been entered into in good faith and are hereby fully and finally
13 approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the
14 Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil
15 Procedure, the Class Action Fairness Act (P.L. 109-2), the United States Constitution (including the
16 Due Process Clause), and any other applicable law. The Settlement is approved and all objections to
17 the Settlement are overruled as without merit. The Parties and Class Members are hereby directed to
18 implement and consummate the Amended Stipulation of Settlement according to its terms and
19 provisions. Class Counsel shall take all steps necessary and appropriate to provide Class Members
20 with the benefits to which they are entitled under the terms of the Amended Stipulation of Settlement.

21 8. **Binding Effect.** The terms of the Amended Stipulation of Settlement and of this Final
22 Order and the accompanying Final Judgment shall be forever binding on Plaintiffs, Defendants, and all
23 Class Members, as well as their heirs, executors and administrators, predecessors, successors and
24 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future
25 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent
26 those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the
27 Action or are otherwise encompassed by the Release.

28 9. **Release.** The Release, which is set forth in Section VIII of the Amended Stipulation of

1 Settlement, is expressly incorporated herein in all respects, including all defined terms used therein, is
2 effective as of the date of this Final Order and the accompanying Final Judgment, and forever
3 discharges the Released Parties from any claims or liabilities arising from or related to the Release.

4 10. **Permanent Injunction.** All Class Members and/or their representatives, and all
5 persons acting on their behalf (including but not limited to the Releasing Parties), who have not been
6 timely excluded from the Class are hereby permanently barred and enjoined from bringing, filing,
7 commencing, prosecuting, maintaining, intervening in, participating in, continuing, or receiving any
8 benefits from, as class members or otherwise, any lawsuit (including putative class actions),
9 arbitration, administrative, regulatory, or other proceeding in any jurisdiction that is covered by the
10 Release. All Class Members and all persons in active concert or participation with Class Members,
11 including all persons acting on their behalf (including but not limited to the Releasing Parties), are
12 permanently barred and enjoined from organizing or soliciting the participation of any Class Members
13 who did not timely exclude themselves from the Class into a separate class or group for purposes of
14 pursuing a putative class action, any claim, or lawsuit in any jurisdiction that is covered by the
15 Release. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent
16 injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over
17 the Action.

18 11. **Enforcement of Settlement.** Nothing in this Final Order or in the accompanying Final
19 Judgment shall preclude any action to enforce the terms of the Amended Stipulation of Settlement; nor
20 shall anything in this Final Order or in the accompanying Final Judgment preclude Plaintiffs or other
21 Class Members from participating in the Settlement described in the Amended Stipulation of
22 Settlement if they are entitled to do so under the terms of the Amended Stipulation of Settlement.

23 12. **Attorneys' Fees and Expenses.** Class Counsel are hereby awarded attorneys' fees and
24 reimbursement of their disbursements and expenses in the amount of \$_____,
25 which amount is approved as fair and reasonable, pursuant to Fed. R. Civ. P. 23(h) and is in
26 accordance with the terms of the Amended Stipulation of Settlement. The Court finds that the above
27 stated award of attorneys' fees is fair and reasonable in consideration of, among other things, the
28 efforts of Class Counsel and the settlement they achieved for the Class, and that the amount of

1 expenses is reasonable and was reasonably incurred in the course of the litigation. Class Counsel, in
2 their discretion, shall allocate and distribute this award of attorneys' fees and expenses among
3 Plaintiffs' Counsel. All objections to Class Counsel's request for an award of attorneys' fees and
4 reimbursement of expenses are hereby overruled.

5 13. **Service Award.** The Court hereby awards \$_____ to each of the Plaintiffs,
6 Julian Mena, Todd Schreiber, Nate Coolidge, Ernesto Mejia, and Byron McKnight, as service awards
7 in their capacities as representative Plaintiffs in the Action.

8 14. **No Other Payments.** The preceding two paragraphs of this Final Order cover, without
9 limitation, any and all claims against the Released Parties for attorneys' fees and expenses, costs, or
10 disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class
11 Members, or incurred by Plaintiffs or the Class Members, or any of them, in connection with or related
12 in any manner to the Action, the settlement of the Action, the administration of such settlement, and/or
13 the Release, except to the extent otherwise specified in this Final Order and accompanying Final
14 Judgment and the Amended Stipulation of Settlement. Plaintiffs are not precluded from seeking
15 attorneys' fees, expenses, costs, or disbursements from an objecting Class Member or his or her
16 counsel (and not Defendants or their counsel) in connection with an appeal filed by an objecting Class
17 Member.

18 15. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Order and the
19 accompanying Final Judgment. Without in any way affecting the finality of this Final Order and/or
20 the accompanying Final Judgment, this Court expressly retains jurisdiction as to all matters relating to
21 the administration, consummation, enforcement, and interpretation of the Amended Stipulation of
22 Settlement and of this Final Order and the accompanying Final Judgment, and for any other necessary
23 purpose, including, without limitation:

24 a. enforcing the terms and conditions of the Amended Stipulation of Settlement and
25 resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of
26 the Amended Stipulation of Settlement, this Final Order, or the accompanying Final Judgment
27 (including, without limitation, whether a person or entity is or is not a Class Member and whether
28 claims or causes of action allegedly related to this case are or are not barred by this Final Order and

1 the accompanying Final Judgment; and whether persons or entities are enjoined from pursuing any
2 claims against Uber);

3 b. entering such additional Orders as may be necessary or appropriate to protect or
4 effectuate this Final Order and the accompanying Final Judgment and the Amended Stipulation of
5 Settlement (including, without limitation, Orders enjoining persons or entities from pursuing any
6 claims against Uber), dismissing all claims on the merits and with prejudice, and permanently
7 enjoining Class Members from initiating or pursuing related proceedings, or to ensure the fair and
8 orderly administration of this settlement; and

9 c. entering any other necessary or appropriate Orders to protect and effectuate this Court's
10 retention of continuing jurisdiction; provided, however, that nothing in this paragraph is intended to
11 restrict the ability of the Parties to exercise their rights as otherwise provided in the Amended
12 Stipulation of Settlement.

13 16. **No Admissions.** Neither this Final Order, the accompanying Final Judgment, nor the
14 Amended Stipulation of Settlement (nor any other document referred to herein, nor any action taken to
15 carry out this Final Order or the accompanying Final Judgment) is, may be construed as, or may be
16 used as an admission or concession by or against Defendants or the Released Parties of the validity of
17 any claim or defense or any actual or potential fault, wrongdoing, or liability whatsoever. Defendants
18 continue to deny that the Action meets the requisites for class certification under Fed. R. Civ. P. 23 for
19 any purpose other than settlement. Entering into or carrying out the Amended Stipulation of
20 Settlement, and any negotiations or proceedings related to it, shall not in any event be construed as, or
21 deemed evidence of, an admission or concession as to Defendants' denials or defenses and shall not be
22 offered or received in evidence in any action or proceeding against any Party hereto in any court,
23 administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the
24 settlement or to enforce the provisions of this Final Order, the accompanying Final Judgment, and the
25 Amended Stipulation of Settlement; provided, however, that this Final Order, the accompanying Final
26 Judgment, and the Amended Stipulation of Settlement may be filed in any action against or by
27 Defendants or the Released Parties to support a defense of *res judicata*, collateral estoppel, release,
28 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of

1 claim preclusion, issue preclusion, similar defense, or counterclaim.

2 17. **Dismissal of Action.** The Action (including all individual and Class claims presented
3 therein) are hereby dismissed on the merits and with prejudice, without fees or costs to any Party
4 except as otherwise provided in this Order and the accompanying Final Judgment and the Amended
5 Stipulation of Settlement.

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Honorable Jon S. Tigar
9 UNITED STATES DISTRICT JUDGE
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EXHIBIT A
LIST OF PERSONS WHO REQUESTED EXCLUSION

Exhibit B

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

BYRON MCKNIGHT, JULIAN MENA,
TODD SCHREIBER, NATE COOLIDGE, and
ERNESTO MEJIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., a Delaware
Corporation, RASIER, LLC, a Delaware
Limited Liability Company

Defendants.

CASE NO. 3:14-cv-05615-JST

**FINAL JUDGMENT
[PROPOSED]**

Hon. Jon S. Tigar, Presiding

1 IT IS on this ____th day of _____, 2017, HEREBY ADJUDGED AND DECREED
2 PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 THAT:

3 1. The settlement of this class action on the terms set forth in the Parties' Amended
4 Stipulation of Settlement, with exhibits and any amendments thereto (collectively, the "Amended
5 Stipulation of Settlement"), and definitions included therein, signed and filed with this Court on
6 _____, 2017, is finally approved, and the following class is granted final
7 certification for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3): The Class shall
8 consist of all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to
9 obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its
10 territories. "Uber Ride Services With A Safe Rides Fee" means all transportation services that were
11 arranged through Defendants' website or the Uber App where a Safe Rides Fee was paid (such as
12 UberX, *etc.*). "Uber App" means the Uber smartphone application by which riders may request Uber
13 Rideshare Services. "Uber Rideshare Services" means all transportation services that are arranged
14 through Defendants' website or the Uber App, regardless of type of ride or service that is requested.
15 "Uber" means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and
16 Raiser, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class
17 are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser,
18 LLC; and (b) the Court and Court staff. "Employees" means any person whose Uber account email
19 address ended with "@uber.com" as of May 8, 2017.

20 2. The Court finds that only those individuals listed in Exhibit A to the Declaration of
21 _____ and filed with the Court, a copy of said Exhibit is
22 attached hereto as Exhibit A, have submitted timely and valid requests for exclusion from the Class
23 and are therefore not bound by this Final Judgment and accompanying Final Order. All other members
24 of the Class are bound by the terms and conditions of the Amended Stipulation of Settlement, this
25 Final Judgment and accompanying Final Order.

26 3. The Class Notice, the Long Form Notice, the Summary Notice, the website, the toll-
27 free telephone number, all other notices in the Amended Stipulation of Settlement, the Declaration of
28 the Settlement Administrator, and the notice methodology implemented pursuant to the Amended

1 Stipulation of Settlement: (a) constituted the best practicable notice under the circumstances; (b)
2 constituted notice that was reasonably calculated to apprise Class Members of the pendency of the
3 Action, the terms of the settlement, and their rights under the settlement, including, but not limited to,
4 their right to object to or exclude themselves from the proposed settlement and to appear at the
5 Fairness Hearing; (c) were reasonable and constituted due, adequate, and sufficient notice to all
6 persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not
7 limited to, the Federal Rules of Civil Procedure, 28 U.S.C. §1715, and the Due Process Clause(s) of
8 the United States Constitution, as well as complied with the Federal Judicial Center’s illustrative class
9 action notices.

10 4. The claims in *Byron McKnight, et al. vs. Uber Technologies, Inc., et al.*, Case No. 3:14-
11 cv-05615-JST, which was and consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*, Case
12 No. 3:15-cv-00064-JST (collectively, the “Action”) are dismissed on the merits and with prejudice
13 according to the terms (including the Release) set forth in the Amended Stipulation of Settlement and
14 in the Court’s Final Order Approving Class Action Settlement, (the “Final Approval Order”), without
15 costs to any party except as provided in the Final Approval Order.

16 5. All Class Members and/or their representatives, and all persons acting on their behalf
17 (including but not limited to the Releasing Parties), who have not been timely excluded from the Class
18 are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining,
19 intervening in, participating (as class members or otherwise) in, or receiving any benefits from any
20 other lawsuit (including putative class actions), arbitration, administrative, regulatory, or other
21 proceeding in any jurisdiction that is covered by the Release. All Class Members, including all
22 persons acting on their behalf (including but not limited to the Releasing Parties), are permanently
23 barred and enjoined from organizing or soliciting the participation of any Class Members who did not
24 timely exclude themselves from the Class into a separate class or group for purposes of pursuing a
25 putative class action, any claim, or lawsuit in any jurisdiction that is covered by the Release. Pursuant
26 to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is
27 necessary and appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.

28 6. Pursuant to Paragraphs 10 and 54 of the Amended Stipulation of Settlement,

1 Defendants are hereby enjoined as follows:

2 (a) Defendants will not describe or title any fee that they charge for their services,
3 including any charge for Uber’s Rideshare Services, as the “Safe Rides Fee.”

4 (b) In any Commercial Advertising, Defendants will not make the following
5 representations regarding their background checks:

6 (i) Defendants shall not list any offense type that does not result in
7 automatic disqualification as a driver during the initial screening process without explaining the
8 disqualification criteria; and

9 (ii) Defendants shall not represent that they screen against arrests for any
10 instances where Defendants actually screen only against convictions.

11 (c) In any Commercial Advertising regarding background checks, Defendants shall
12 identify the time period covered by the background check report Defendants use to screen potential
13 drivers or, if shorter, any time period used for disqualification purposes.

14 (d) In any Commercial Advertising, Defendants shall not use the terms “best
15 available,” “industry leading,” “gold standard,” “safest,” or “best-in-class” in connection with their
16 background checks.

17 (e) In any Commercial Advertising, Defendants shall not use the following phrases
18 to describe Uber’s Rideshare Services: “safest ride on the road,” “strictest safety standards possible,”
19 “safest experience on the road,” “best in class safety and accountability,” “safest transportation option,”
20 “background checks that exceed any local or national standard,” or “safest possible platform.”

21 (f) Before any person or entity may initiate any court proceeding alleging that
22 Defendants have breached the injunctive relief set forth above, that person or entity must serve written
23 notice on Defense Counsel (with copy to Class Counsel) stating with specificity the basis for this
24 allegation. Defendants will then have thirty (30) days from receipt of notice to cure any alleged breach.
25 No person or entity may initiate any court proceeding alleging that Defendants have breached the
26 injunctive relief set forth above until this thirty (30) day period has expired. If Defendants have cured
27 the alleged breach within thirty (30) days, then Defendants shall not be deemed to have breached the
28 injunctive relief set forth above.

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EXHIBIT A
LIST OF PERSONS WHO REQUESTED EXCLUSION

Exhibit C

Payment Election Form – Rideshare Settlement Administration

You may file your Payment Election Form online at www.RideShareSettlement.com.

To file by mail, please complete and return this form with the appropriate postage to the below address:

McKnight v. Uber Settlement
Rideshare Settlement Administrator
PO Box 3967
Portland, OR 97208-3967

The deadline to submit this form is **Month DD, 2017**.

STEP 1: Please provide the following information.

First Name _____ MI _____ Last Name _____

Email Address used with your Uber account.

Claim Number as stated on your email notice.

If you **do not** have a Claim Number, you must submit your Uber receipt(s) for each ride for which you wish compensation by clicking [here](#) to upload your receipts.

STEP 2: Please select the option below indicating how you would like to receive your Settlement Share. Remember to only select **one** option.

Option 1: I elect to have my Settlement Share paid to my Uber Rider Account (meaning it will be applied to the first Uber Rideshare Service in the United States billed to my Uber Rider Account after the Settlement Share payment is applied).

Option 2: I elect to have my Settlement Share paid to my PayPal Account. My PayPal email address is: _____.

Option 3: I elect to have my Settlement Share paid by bank account via eCheck. My email address for payment by eCheck is: _____.

Please Note:

- eChecks are available for deposit in U.S. financial institutions only.
- Because only one attempt will be made to pay your Settlement Share by PayPal Account or bank account via eCheck, it is your responsibility to make sure that all information provided is current and accurate until the time the payment of the Settlement Share has been issued to your account.
- If you do nothing, then your Settlement Share will *automatically* be paid to your Uber Rider Account. If you no longer have an Uber account, then you must submit a valid Payment Election Form and select Option 2 or 3 in order to receive your Settlement Share.

I declare under penalty of perjury that the information provided above is true and accurate.

Signature _____

Date: _____

Payment Election Form – Rideshare Settlement Administration

You may file your Payment Election Form online at www.RideShareSettlement.com.

To file by mail, please complete and return this form with the appropriate postage to the below address:

McKnight v. Uber Settlement
Rideshare Settlement Administrator
PO Box 3967
Portland, OR 97208-3967

The deadline to submit this form is **Month DD, 2017**.

STEP 1: Please provide the following information.

First Name _____ MI _____ Last Name _____

Email Address used with your Uber account.

Claim Number as stated on your email notice.

If you **do not** have a Claim Number, you must submit your Uber receipt(s) for each ride for which you wish compensation by attaching your receipts to this Claim Form.

STEP 2: Please select the option below indicating how you would like to receive your Settlement Share. Remember to only select **one** option.

- Option 1:** I elect to have my Settlement Share paid to my Uber Rider Account (meaning it will be applied to the first Uber Rideshare Service in the United States billed to my Uber Rider Account after the Settlement Share payment is applied).
- Option 2:** I elect to have my Settlement Share paid to my PayPal Account. My PayPal email address is: _____.
- Option 3:** I elect to have my Settlement Share paid by bank account via eCheck. My email address for payment by eCheck is: _____.

Please Note:

- eChecks are available for deposit in U.S. financial institutions only.
- Because only one attempt will be made to pay your Settlement Share by PayPal Account or bank account via eCheck, it is your responsibility to make sure that all information provided is current and accurate until the time the payment of the Settlement Share has been issued to your account.
- If you do nothing, then your Settlement Share will *automatically* be paid to your Uber Rider Account. If you no longer have an Uber account, then you must submit a valid Payment Election Form and select Option 2 or 3 in order to receive your Settlement Share.

I declare under penalty of perjury that the information provided above is true and accurate.

Signature _____

Date: _____

Exhibit D

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

BYRON MCKNIGHT, JULIAN MENA,
TODD SCHREIBER, NATE COOLIDGE, and
ERNESTO MEJIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., a Delaware
Corporation, RASIER, LLC, a Delaware
Limited Liability Company

Defendants.

CASE NO. 3:14-cv-05615-JST

**[PROPOSED] ORDER
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT**

Hon. Jon S. Tigar, Presiding

1 WHEREAS, this Order addresses the settlement reached in *Byron McKnight, et al. vs. Uber*
2 *Technologies, Inc., et al.*, Case No. 3:14-cv-05615-JST, pending in the United States District Court,
3 Northern District of California, which was consolidated with: *Julian Mena, et al. v. Uber*
4 *Technologies, Inc.*, Case No. 3:15-cv-00064-JST (collectively, the “Action”).

5 WHEREAS, the Parties have entered into an Amended Stipulation of Settlement, which is
6 preliminarily approved as fair, reasonable, and adequate, and in which the Parties have agreed to
7 settle the Action pursuant to the terms and conditions of the Amended Stipulation of Settlement;

8 WHEREAS, Class Counsel have conducted an extensive investigation into the facts and law
9 relating to the matters alleged in their respective Complaints, including (i) the extent, nature and
10 quality of Defendants’ safety procedures during the Class Period; (ii) Defendants’ representations
11 and disclosures regarding the safety of Defendants’ ride share services; (iii) Defendants’
12 representations and disclosures regarding the Safe Rides Fee; (iv) financial data relating to
13 Defendants’ safety-related expenditures and revenues; (v) the size and composition of the Class;
14 and (vi) data relating to the Class’ use of Defendants’ ride share services. This investigation
15 included obtaining and reviewing documents and written responses from Defendants, detailed
16 inspections and testing of Defendants’ ride share App among various operating system platforms,
17 consultations with experts, numerous interviews of witnesses (including ten (10) current and former
18 high level employees and executives of Defendants), drivers, and putative class members, the
19 evaluation of documents and information related to other litigations against Defendants, as well as
20 extensive factual and legal research as to arbitration issues relating to this Action, and the
21 sufficiency of the claims and appropriateness of class certification;

22 WHEREAS, the Parties reached a settlement as a result of extensive arms’ length
23 negotiations between the Parties and their counsel, occurring over the course of many months and
24 six separate, in-person mediation sessions with respected mediators, the Honorable Carl J. West
25 (Ret.) of JAMS and Robert J. Kaplan of Judicate West. Following the sixth in-person mediation,
26 the Parties continued to engage in extensive settlement discussions with the assistance of both Mr.
27 Kaplan and the Honorable Joseph C. Spero, Chief Magistrate Judge for the United States District
28 Court of the Northern District of California, and amongst each other, until a final settlement was

1 reached. Before and during these settlement discussions and mediations, Defendants provided
2 voluminous documents and information to the Plaintiffs. This arms' length exchange provided
3 Plaintiffs and their counsel with sufficient information to evaluate the claims and potential defenses
4 and to meaningfully conduct informed settlement discussions;

5 WHEREAS, the settlement terms confer substantial benefits upon the Class, particularly in
6 light of the damages that Plaintiffs and their counsel believe are potentially recoverable or provable
7 at trial, without the costs, uncertainties, delays, and other risks associated with continued litigation,
8 trial, and/or appeal;

9 WHEREAS, Defendants have vigorously denied and continue to dispute all of the claims
10 and contentions alleged in the Action, and deny any and all allegations of wrongdoing, fault,
11 liability or damage of any kind to Plaintiffs and the putative class;

12 WHEREAS, the Court has carefully reviewed the Amended Stipulation of Settlement,
13 including the exhibits attached thereto and all files, records and prior proceedings to date in this
14 matter, and good cause appearing based on the record,

15 IT IS hereby ORDERED, ADJUDGED, AND DECREED as follows:

16 1. Defined Terms. For purposes of this Order, except as otherwise indicated herein, the
17 Court adopts and incorporates the definitions contained in the Amended Stipulation of Settlement.

18 2. Stay of the Action. Pending the Fairness Hearing, all proceedings in the Action,
19 other than proceedings necessary to carry out or enforce the terms and conditions of the Amended
20 Stipulation of Settlement and this Order, are hereby stayed.

21 3. Provisional Class Certification for Settlement Purposes Only. The Court
22 provisionally finds, for settlement purposes only and conditioned upon the entry of this Order that
23 the prerequisites for a class action under Rule 23 of the Federal Rules of Civil Procedure have been
24 satisfied in that: (a) the Class certified herein numbers in the millions of persons, and joinder of all
25 such persons would be impracticable, (b) there are questions of law and fact that are common to the
26 Class, and those questions of law and fact common to the Class predominate over any questions
27 affecting any individual Class Member; (c) the claims of the Plaintiffs are typical of the claims of
28 the Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Class

1 is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiffs
2 and Class Counsel are adequate representatives of the Class. Defendants retain all rights to assert
3 that this action may not be certified as a class action, other than for settlement purposes.

4 4. Class Definition. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this
5 Court hereby finally certifies for settlement purposes only, a Class consisting of all persons who,
6 from January 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one
7 of the Uber Ride Services With A Safe Rides Fee in the United States or its territories. “Uber Ride
8 Services With A Safe Rides Fee” means all transportation services that were arranged through
9 Defendants’ website or the Uber App where a Safe Rides Fee was paid (such as UberX, etc.).
10 “Uber App” means the Uber smartphone application by which riders may request Uber Rideshare
11 Services. “Uber Rideshare Services” means all transportation services that are arranged through
12 Defendants’ website or the Uber App, regardless of type of ride or service that is requested. “Uber”
13 means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Raiser,
14 LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are
15 (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser,
16 LLC; and (b) the Court and Court staff. “Employees” means any person whose Uber account email
17 address ended with “@uber.com” as of May 8, 2017.

18 5. Class Representatives and Class Counsel. Plaintiffs Julian Mena, Todd Schreiber,
19 Nate Coolidge, Ernesto Mejia, and Byron McKnight are designated as representatives of the
20 provisionally certified Class. The Court preliminarily finds that they are similarly situated to absent
21 Class Members and therefore typical of the Class, and that they will be adequate class
22 representatives. Tina Wolfson and Robert Ahdoot, of Ahdoot & Wolfson, PC; Mike Arias and
23 Alfredo Torrijos, of Arias, Sanguinetti, Stahle & Torrijos, LLP, and Nicholas Coulson, of Liddle &
24 Dubin, P.C., whom the Court finds are experienced and adequate counsel for purposes of these
25 settlement approval proceedings, are hereby designated as Class Counsel.

26 6. Preliminary Settlement Approval. Upon preliminary review, the Court finds that the
27 Amended Stipulation of Settlement and the settlement it incorporates, appears fair, reasonable and
28 adequate. *See generally* Fed. R. Civ. P. 23; *Manual for Complex Litigation* (Fourth) § 21.632

1 (2004). Accordingly, the Amended Stipulation of Settlement is preliminarily approved and is
2 sufficient to warrant sending notice to the Class.

3 7. Jurisdiction. The Court has subject-matter jurisdiction over the Action pursuant to
4 28 U.S.C. §§ 1332 and 1367, and personal jurisdiction over the Parties before it. Additionally,
5 venue is proper in this District pursuant to 28 U.S.C. § 1391.

6 8. Fairness Hearing. A Fairness Hearing shall be held before this Court on
7 _____, 2017 at 2:00 p.m. at the United States District Court for the Northern
8 District of California, 450 Golden Gate Avenue, San Francisco, California 94102, Courtroom 9 –
9 19th Floor, to determine whether the settlement of the Action pursuant to the terms and conditions of
10 the Stipulation of Settlement should be approved as fair, reasonable and adequate, and finally
11 approved pursuant to Fed. R. Civ. P. 23(e). The Court will rule on Class Counsel’s application for
12 an award of attorneys’ fees, costs, and expenses and incentive awards for Plaintiffs (the “Fee
13 Application”) at that time. Papers in support of final approval of the Amended Stipulation of
14 Settlement and the Fee Application shall be filed with the Court according to the schedule set forth
15 in Paragraph 14 below. The Fairness Hearing may be postponed, adjourned, or continued by order
16 of the Court without further notice to the Class. After the Fairness Hearing, the Court may enter a
17 Final Order and Final Judgment in accordance with the Amended Stipulation of Settlement that will
18 adjudicate the rights of the Class Members (as defined in the Amended Stipulation of Settlement)
19 with respect to the claims being settled.

20 Class Counsel shall file their Fee Application fourteen (14) calendar days prior to the
21 Objection Deadline (defined below). Class Counsel shall file their papers in support of final
22 approval of the Amended Stipulation of Settlement seven (7) calendar days prior to the date of
23 Fairness Hearing.

24 Objections to the Amended Stipulation of Settlement or the Fee Application shall be filed
25 with the Court, as set forth in the Stipulation of Settlement, on or before one hundred and five (105)
26 calendar days after the issuance of this Preliminary Approval Order (“Objection Deadline”), and
27 papers in response to objections to the Amended Stipulation of Settlement or the Fee Application
28 shall be filed with the Court on or before seven (7) calendar days prior to the date of the Fairness

1 Hearing.

2 9. Administration. In consultation with and with the approval of Defendants, Class
3 Counsel is hereby authorized to administer the proposed settlement and implement the notice and
4 payment election process, in accordance with the terms of the Amended Stipulation of Settlement.

5 10. Class Notice. The form and content of the proposed Long Form Notice and
6 Summary Notice, attached as Exhibits “E” and “G,” respectively, to the Amended Stipulation of
7 Settlement, and the notice methodology described in the Stipulation of Settlement and the
8 Declaration of the Settlement Administrator (attached as Exhibit “I” to the Amended Stipulation of
9 Settlement), are hereby approved. Pursuant to the Amended Stipulation of Settlement, the Court
10 appoints Epiq Systems, Inc. to be the Settlement and Notice Administrator to help implement the
11 terms of the Amended Stipulation of Settlement.

12 (a) Notice Date. Within thirty (30) calendar days after the entry of this Order,
13 and to be substantially completed not later than sixty (60) calendar days after the entry of this
14 Order, the Settlement Administrator shall provide notice to the Class pursuant to the terms of the
15 Amended Stipulation of Settlement, in accordance with the notice program set forth in the
16 Declaration of the Settlement Administrator (attached as Exhibit “I” to the Amended Stipulation of
17 Settlement). The Parties shall coordinate with the Settlement Administrator to provide notice to the
18 Class pursuant to terms therein.

19 (b) Findings Concerning Notice. The Court finds that the Settlement is fair and
20 reasonable such that the Long Form Notice and Summary Notice should be provided pursuant to the
21 Amended Stipulation of Settlement and this Order.

22 (c) The Court finds that the form, content and method of disseminating notice:
23 (i) complies with Rule 23(c)(2) of the Federal Rules of Civil Procedure as it is the best practicable
24 notice under the circumstances, given the contact information that Defendants maintain, and is
25 reasonably calculated, under all the circumstances, to apprise the members of the Class of the
26 pendency of this Action, the terms of the Settlement, and their right to object to the Settlement or
27 exclude themselves from the Class; (ii) complies with Rule 23(e) as it is reasonably calculated,
28 under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of

1 the Settlement, and their rights under the Settlement, including, but not limited to, their right to
2 object to or exclude themselves from the Settlement and other rights under the terms of the
3 Amended Stipulation of Settlement; (iii) constitute due, adequate, and sufficient notice to all Class
4 Members and other persons entitled to receive notice; and (iv) meets all applicable requirements of
5 law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due
6 Process Clause(s) of the United States Constitution. The Court further finds that all of the notices
7 are written in simple terminology, are readily understandable by Class Members, and comply with
8 the Federal Judicial Center's illustrative class action notices.

9 11. Deadline to Submit Payment Election Forms. Class Members will have until one
10 hundred and five (105) days after the issuance of this Preliminary Approval Order to submit their
11 Payment Election Forms ("Payment Election Deadline"), which is due, adequate, and sufficient
12 time.

13 12. Exclusion from Class. Any Class Member who wishes to be excluded from the
14 Class may elect to opt out of the Settlement, relinquishing their rights to benefits hereunder.
15 Members of the Class who opt out of the Settlement will not release their claims pursuant to the
16 Amended Stipulation of Settlement. Class Members wishing to opt out of the Settlement must send
17 to the Settlement Administrator by U.S. mail (to the address provided in the Class Notice) a letter
18 including (a) their full name; (b) the email address and/or telephone number associated with their
19 Uber Rider Account; (c) a clear statement communicating that they elect to be excluded from the
20 Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered
21 pursuant to the Settlement; (d) the case name and case number (*McKnight et al. v. Uber*
22 *Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) their signature. The date of the postmark
23 on the return-mailing envelope shall be the exclusive means used to determine whether a request for
24 exclusion has been timely submitted. Any request for exclusion or opt out must be postmarked on
25 or before one hundred and five (105) days from the issuance of this Preliminary Approval Order.

26 The Settlement Administrator shall forward copies of any written requests for exclusion to
27 Class Counsel and Defense Counsel. The Settlement Administrator shall file a list reflecting all
28 timely requests for exclusion with the Court no later than fourteen (14) days before the Fairness

1 Hearing. If the proposed Settlement is finally approved, any potential Class Member who has not
2 submitted a timely written request for exclusion from the Class on or before the Opt-Out Deadline,
3 shall be bound by all terms of the Amended Stipulation of Settlement and the Final Order and Final
4 Judgment, even if the potential Class Member previously initiated or subsequently initiates any
5 litigation against any or all of the Released Parties relating to Released Claims. All persons or
6 entities who properly exclude themselves from the Class shall not be Class Members and shall
7 relinquish their rights or benefits under the Amended Stipulation of Settlement, should it be
8 approved, and may not file an objection to the Settlement.

9 13. Objections and Appearances. Class Members may object to the terms contained in
10 the Amended Stipulation of Settlement, the certification of the Class, the entry of the Final Order
11 and Final Judgment, the amount of fees requested by Class Counsel, and/or the amount of the
12 incentive awards requested by the representative Plaintiffs. Any objection to the Settlement must (i)
13 clearly identify the case name and number; (ii) be submitted to the Court by filing the written
14 objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, by
15 mailing the written objection to the Class Action Clerk for United States District Court for the
16 Northern District, or by filing the written objection in person at any location of the United States
17 District Court for the Northern District of California; and (iii) be filed or postmarked on or before
18 the Objection Deadline. Only Class Members who do not Opt-Out may file objections. To the
19 extent a timely objection is withdrawn before final approval, such an objection shall be treated as
20 though no objection has been made.

21 Any interested party may file a reply to any objection no later than seven (7) calendar days
22 before the Fairness Hearing.

23 14. Summary of Deadlines. In summary, the deadlines set by this Order are as follows:

24 (a) Within thirty (30) calendar days after the entry of this Order, and to be
25 substantially completed not later than sixty (60) calendar days after entry of this Order, the
26 Settlement Administrator shall provide notice to the Class pursuant to the terms of the Amended
27 Stipulation of Settlement

28 (b) Class Counsel shall file their Fee Application on or before fourteen (14)

1 calendar days prior to the Objection Deadline;

2 (c) Class Members who desire to be excluded shall submit requests for exclusion
3 postmarked no later than one hundred and five (105) calendar days following the issuance of this
4 Preliminary Approval Order;

5 (d) All written objections to the Amended Stipulation of Settlement shall be filed
6 with the Court, as set forth above, no later than one hundred and five (105) calendar days after the
7 issuance of this Preliminary Approval Order;

8 (e) Not later than fourteen (14) calendar days before the date of the Fairness
9 Hearing, the Settlement Administrator shall file with the Court a document: (a) containing a list of
10 those persons who have opted out or excluded themselves from the Settlement; (b) stating the total
11 number of Class Members, and (c) the details regarding the number of valid Payment Election
12 Forms received and processed by the Settlement Administrator.

13 (f) All documents in support of final approval of the Stipulation of Settlement,
14 and in response to objections to the Amended Stipulation of Settlement or the Fee Application, shall
15 be filed with the Court on or before seven (7) calendar days prior to the date of the Fairness
16 Hearing; and

17 (g) The Fairness Hearing shall be held on _____, 2017 at 2:00
18 p.m.

19 These deadlines may be extended by order of the Court, for good cause shown, without
20 further notice to the Class. Class Members must check the settlement website
21 (www.RideShareSettlement.com) regularly for updates and further details regarding extensions of
22 these deadlines.

23 15. Termination of Settlement. In the event the Court does not grant final approval to
24 the settlement, or for any reason the parties fail to obtain a Final Order and Final Judgment as
25 contemplated in the Amended Stipulation of Settlement, or the Amended Stipulation of Settlement
26 is terminated pursuant to its terms for any reason or the Effective Date does not occur for any
27 reason, then the following shall apply:

28 (a) All orders and findings entered in connection with the Amended Stipulation

1 of Settlement shall become null and void and have no force and effect whatsoever, shall not be used
2 or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or
3 any other proceeding;

4 (b) The provisional certification of the Class pursuant to this Order shall be
5 vacated automatically, and the Action shall proceed as though the Class had never been certified
6 pursuant to the Amended Stipulation of Settlement and such findings had never been made;

7 (c) Nothing contained in this Order is, or may be construed as, a presumption,
8 concession or admission by or against Defendants or Plaintiffs of any default, liability or
9 wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or
10 proceedings, whether civil, criminal or administrative, including, but not limited to, factual or legal
11 matters relating to any effort to certify the Action as a class action;

12 (d) Nothing in this Order or pertaining to the Amended Stipulation of Settlement,
13 including any of the documents or statements generated or received pursuant to the settlement
14 administration process, shall be used as evidence in any further proceeding in this case, including,
15 but not limited to, motions or proceedings seeking treatment of the Action as a class action; and

16 (e) All of the Court's prior Orders having nothing whatsoever to do with the
17 Settlement shall, subject to this Order, remain in force and effect.

18 16. Use of Order. This Order shall be of no force or effect if the Settlement does not
19 become final and shall not be construed or used as an admission, concession, or declaration by or
20 against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed
21 or used as an admission, concession, or declaration by or against Plaintiffs or the other Class
22 Members that their claims lack merit or that the relief requested is inappropriate, improper, or
23 unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have in this
24 Action or in any other lawsuit.

25 17. Class Counsel and Defense Counsel are hereby authorized to use all reasonable
26 procedures in connection with approval and administration of the Settlement that are not materially
27 inconsistent with this Order or the Amended Stipulation of Settlement, including making, without
28 further approval of the Court, minor changes to the form or content of the Long Form Notice,

1 Summary Notice, and other exhibits that they jointly agree are reasonable or necessary.

2 18. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over the
3 administration, consummation, validity, enforcement, and interpretation of this Amended
4 Stipulation of Settlement, the Final Order, Final Judgment, any final order approving Attorneys'
5 Fees and Expenses and Service Awards, and for any other necessary purpose.

6 19. Extension of Deadlines. Upon application of the Parties and good cause shown, the
7 deadlines set forth in this Order may be extended by order of the Court, without further notice to the
8 Class. Class Members must check the settlement website (www.RideShareSettlement.com)
9 regularly for updates and further details regarding extensions of these deadlines.

10 In the event that the Effective Date does not occur, certification shall be automatically
11 vacated and this Preliminary Approval, and all other orders entered and releases delivered in
12 connection herewith, shall be vacated and shall become null and void.

13 IT IS SO ORDERED

14 DATED: _____

15 _____
16 The Honorable Jon S. Tigar
17 UNITED STATES DISTRICT JUDGE

Exhibit E

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you used Uber in the U.S. and paid a Safe Rides Fee, you may be entitled to a payment from a class action settlement.

A federal court directed this notice. This is not a solicitation from a lawyer.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO UBER, THE CLERK OF THE COURT OR THE JUDGE

- A Settlement has been reached in a class action lawsuit regarding whether Uber Technologies, Inc. and Raiser, LLC (collectively, “Uber”) made misrepresentations about the “Safe Rides Fee,” safety measures, and the background check process for potential drivers. Uber denies the allegations in the lawsuit, and the Court has not decided who is right.
- The Settlement requires Uber to make certain changes to how they advertise background checks and certain fees. Additionally, the Settlement will result in the creation of a \$32,500,000 Settlement Fund to be paid to eligible users of Uber, called “Class Members” (described in Section 5 below).
- There are three methods to receive payment of your share of the Settlement Fund. If you do nothing, the default method (Option 1, the “Uber Rider Account” option) will result in payment to your Uber account, and will be paid towards your next Uber ride in the United States, after the payment is made. Option 2 (the “PayPal Account” option) will result in payment to your PayPal Account. Option 3 (the “eCheck” option) will result in payment by an electronic check that will be emailed to you. eChecks are available for deposit in U.S. financial institutions only. For Options 2 and 3, you must submit a valid Payment Election Form by **Month xx, 2017**. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive an automatic payment to your Uber Rider Account. Give up any rights you might have to sue Uber about the claims resolved by the Settlement. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.
SUBMIT A PAYMENT ELECTION FORM	Submit a Payment Election Form by Month xx, 2017 , requesting that payment be made to your PayPal Account or bank account via eCheck. Give up any rights you might have to sue Uber about the claims resolved by the Settlement.
EXCLUDE YOURSELF	Request to be excluded and receive no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Uber for the claims at issue in the Settlement. You must submit your request to exclude yourself by Month xx, 2017 .
OBJECT	Write to the Court about why you do not like the Settlement. You must submit or file your objection by Month xx, 2017 .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement, at a hearing scheduled for Month xx, 2017 .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to Class Members who do not request exclusion from the Settlement. Please be patient.

QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

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QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

BASIC INFORMATION

1. Why is there notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *McKnight et al. v. Uber Technologies, Inc. et al.*, Case No. 3:14-cv-05615-JST and about all of your options before the Court decides whether to approve the Settlement.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are provided by the Settlement, who is eligible for them, and how to get them. If the Court approves the Settlement and after objections and appeals are resolved, then the payments agreed to in the Settlement will be made.

Judge Jon S. Tigar of the United States District Court, Northern District of California is overseeing this case. The people who sued are called the “Plaintiffs.” Uber Technologies, Inc. and Rasier, LLC are the “Defendants.”

2. What is this lawsuit about?

The lawsuit alleges that Uber made misrepresentations or omissions regarding the “Safe Rides Fee,” safety measures, and the background check process for potential drivers. The lawsuit asserted a number of causes of action, including Breach of Implied Contract, alleged violations of California’s Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*), California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*), California’s False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*), and other violations of law.

The Defendants vigorously deny and continue to dispute all of the claims and contentions alleged in the lawsuit, and deny any and all allegations of wrongdoing, fault, liability or damage of any kind. Defendants further deny that they acted improperly or wrongfully in any way, and believe that the lawsuit has no merit.

A copy of the lawsuit (the Plaintiffs’ Consolidated Class Action Complaint), the Settlement Agreement, and other case-related documents are posted on the website, www.RideShareSettlement.com. The Settlement resolves the lawsuits. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiffs Nate Coolidge, Byron McKnight, Ernesto Mejia, Julian Mena, and Todd Schreiber) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class.” Please see response to Question 5 (below) to determine whether you are part of the Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Class Members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

WHO IS PART OF THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

5. Who is included in the Settlement?

The Settlement includes all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all transportation services that were arranged through Defendants’ website or the Uber App where a Safe Rides Fee was paid (such as UberX, etc.). “Uber App” means the Uber smartphone application by which riders may request Uber Rideshare Services. “Uber Rideshare Services” means all transportation services that are arranged through Defendants’ website or the Uber App, regardless of type of ride or service that is requested. “Uber” means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court and Court staff. “Employees” means any person whose Uber account email address ended with “@uber.com” as of May 8, 2017.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class or have any other questions about the Settlement, visit the settlement website at www.RideShareSettlement.com or call the toll-free number, 1-877-797-6083. You also may send questions to the Settlement Administrator at Rideshare Settlement Administrator, PO Box 3967, Portland, OR 97208-3967. Please do not address any questions about the Settlement to Uber, the clerk of the Court, or the judge.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Defendants have agreed to pay \$32,500,000 to create a “Settlement Fund.” The Settlement Fund will be used to pay the costs and expenses related to notice and administration of the Settlement, payments to Class Members (called “Settlement Shares”), the Service Awards to the Class Representatives as approved by the Court, and the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court. If there are any funds remaining in the Settlement Fund after all Settlement Shares have been distributed (because, for example, it was not possible to pay a Class Member’s Uber Payment Account), they will be distributed to the non-profit organization known as the National Consumer Law Center and not returned to the Defendants.

You can choose to receive your Settlement Share as a payment to your PayPal Account or bank account via eCheck by filing a Payment Election Form. For more information regarding how the Payment Election Form and how to file one, see Questions 9 and 11. If you do not file a Payment Election Form, you will receive a payment to your Uber Rider Account *automatically*, as described in response to Question 9. However, if you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.

QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

8. What else does the Settlement provide?

As part of the Settlement, Defendants have agreed to certain changes in their business practices. These include:

- (a) Defendants will not describe or title any fee that they charge for their services, including any charge for Uber's Rideshare Services, as the "Safe Rides Fee."
- (b) In any Commercial Advertising, Defendants will not make the following representations regarding their background checks:
 - (i) Defendants shall not list any offense type that does not result in automatic disqualification as a driver during the initial screening process without explaining the disqualification criteria; and
 - (ii) Defendants shall not represent that they screen against arrests for any instances where Defendants actually screen only against convictions.
- (c) In any Commercial Advertising regarding background checks, Defendants shall identify the time period covered by the background check report Defendants use to screen potential drivers or, if shorter, any time period used for disqualification purposes.
- (d) In any Commercial Advertising, Defendants shall not use the terms "best available," "industry leading," "gold standard," "safest," or "best-in-class" in connection with their background checks.
- (e) In any Commercial Advertising, Defendants shall not use the following phrases to describe Uber's Rideshare Services: "safest ride on the road," "strictest safety standards possible," "safest experience on the road," "best in class safety and accountability," "safest transportation option," "background checks that exceed any local or national standard," or "safest possible platform."

HOW YOU WILL RECEIVE PAYMENT

9. How will I receive payment?

If the Settlement is approved by the Court and as long as you do not exclude yourself from the Settlement (see Question 15), you will *automatically* receive your Settlement Share if you still have an Uber account (see Question 10 on how your Settlement Share is calculated). You have three options as to how your Settlement Share will be paid to you:

- Option 1 (the "Uber Rider Account" option). Your Settlement Share will be paid to your Uber Rider Account (this is the account you created when you registered to use Uber), which will then be applied towards your next Uber ride in the United States. If you do not use the payment to your Uber Rider Account within 365 days of the Effective Date, a single attempt will be made to pay your Settlement Share (less the average cost of distributing the Settlement Share) to a default U.S. credit card, U.S. debit card, PayPal account or other payment method associated with your Uber account.
- Option 2 (the "PayPal Account" option). Your Settlement Share will be paid to your PayPal Account, which you will identify on your Payment Election Form.

- Option 3 (the “bank account via eCheck” option). Your Settlement Share will be paid by an electronic check, which will be emailed to the email address you provide on your Payment Election Form. eChecks are available for deposit in U.S. financial institutions only.

If you would like to receive your Settlement Share by a payment to your PayPal Account or by bank account via eCheck, instead of your Uber Rider Account, you will need to submit a Payment Election Form (see Question 11) by **11:59 p.m. PST on Month Day, 2017**. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.

If you do not submit a timely Payment Election Form indicating that you wish to receive your Settlement Share by a payment to your PayPal Account or bank account via eCheck, your Settlement Share will automatically be paid to your Uber Rider Account, and applied to your next Uber ride in the United States that takes place after the payment to your Uber Rider Account. If you do not use Uber within 365 days of the Effective Date, then a single attempt will be made to pay your Settlement Share (less the average cost of distributing the Settlement Share) to a default U.S. credit card, U.S. debit card, PayPal account or other payment method associated with your Uber Account. In this event, if the payment attempt is unsuccessful for any reason, your share of the Settlement will be paid to the following non-profit organization: National Consumer Law Center.

10. How much will my payment be?

The amount that you will receive as payment under the Settlement is called your “Settlement Share.” The Settlement Share is calculated by allocating the \$32,500,000 Settlement Fund *after* deducting the costs of and expenses related to notice and administration of the Settlement (capped at \$487,000 for payments to the Settlement Administrator), the Service Award to the Class Representatives as approved by the Court, and the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court. The amount remaining after deducting these costs from the Settlement Fund is called the Settlement Fund Balance. The Settlement Fund Balance will be allocated across all Class Members who have not opted-out of the Settlement such that each Class Member will receive \$.25 for his or her first ride on an Uber Ride Service With A Safe Rides Fee, and then a per-ride amount for each additional ride on an Uber Ride Service With A Safe Rides Fee during the class period.

It is not possible to know at this point exactly how much your Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known, including: (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administrating the Settlement; (iii) the amount of the Service Award to the Class Representatives as approved by the Court; and (iv) the amount of the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court.

The Settlement Share for the average class member is estimated to be approximately \$1.07. You can estimate your own Settlement Share by starting with \$.25 for your first ride on an Uber Ride Service With A Safe Rides Fee (e.g. uberX), and then adding \$.05 for each subsequent ride taken during the class period.

11. How do I file a Payment Election Form?

You may file a Payment Election Form online at the Settlement website, www.RideShareSettlement.com. The deadline to file an online Payment Election Form is **11:59 p.m. PST on Month Day, 2017**. You may also download a Payment Election Form from the website and submit it by mail, postmarked by **Month Day, 2017**.

QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

Class Members who file a valid Payment Election Form electing payment to their PayPal Account or bank account via eCheck, if applicable, before the deadline will receive their Settlement Share by the method selected. Class Members who do nothing, or file a valid Payment Election Form electing payment to their Uber Rider Account before the deadline, will receive their Settlement Share as a payment to their Uber Rider Account.

Because only one attempt will be made to pay your Settlement Share to your PayPal Account or bank account via eCheck, it is your responsibility to make sure that the information you provide is current and accurate until the time the payment of the Settlement Share has been issued.

12. If I do not choose to file a Payment Election Form, what happens?

Class Members who do not submit a Payment Election Form will *automatically* receive their Settlement Share as a payment to their Uber Rider Account. The Settlement Share payment to a Class Member's Uber Rider Account is non-transferable, and will be applied to the first Uber Rideshare Service in the United States billed to the Class Member's Uber Rider Account. If the payment to a Class Member's Uber Rider Account has not been used within 365 days after the Effective Date, one attempt will be made to apply the payment to the Class Members' Uber Payment Account (less the average cost of distributing the Settlement Share). When known, the date of the payment will be made to your Uber Rider Account and the deadline to use payments applied to your Uber Rider Account will be posted on the Settlement website. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.

Payments to Class Members (either to your Uber Rider Account, PayPal Account, or bank account via eCheck) will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved (see "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient and check the website for updates.

13. When would I get my payment?

Class Members, who do not opt-out of the Settlement, will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved (see "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

14. What am I giving up to get a payment and stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Payment Election Form for benefits or do nothing at all, you will be releasing Defendants from all of the claims described and identified in Paragraphs 31, 94 and 95 of the Settlement Agreement.

The Settlement Agreement is available at www.RideShareSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 18 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep any right you might have to sue the Defendants about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

15. How do I get out of the Settlement?

To exclude yourself or “opt out” from the Settlement, you must send a letter by mail that contains all of the following: (a) your full name; (b) the email address and/or telephone number associated with your Uber account; (c) a clear statement that you elect to be excluded from the Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; (d) the case name and case number (*McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) your signature. You must mail your exclusion request postmarked no later than **Month Day, 2017** to:

Rideshare Settlement Administrator
PO Box 3967
Portland, OR 97208-3967

You cannot ask to be excluded on the phone, by email, or at the website.

If you exclude yourself or “opt out” from the Settlement, you will not receive payment of your share of the Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

16. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves. 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 **Month Day, 2017**.

17. If I exclude myself, can I still get a payment?

No. If you exclude yourself, you will not receive payment of your share of the Settlement Fund. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Class.

Robert R. Ahdoot
Tina Wolfson
AHDROOT & WOLFSON, PC
1016 Palm Avenue
West Hollywood, CA 90069
Tel. (xxx) xxx-xxxx
E-mail xxx@xxxx.com

Mike Arias
Alfredo Torrijos
ARIAS, SANGUINETTI,
STAHL & TORRIJOS, LLP
6701 Center Drive West, 14th Floor
Los Angeles, CA 90045
Tel. (xxx) xxx-xxxx
E-mail xxx@xxxx.com

Nicholas Coulson
LIDDLE & DUBIN, P.C.
975 E. Jefferson Avenue
Detroit, MI 48207
Tel. (xxx) xxx-xxxx
E-mail xxx@xxxx.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

19. How will the lawyers be paid?

Class Counsel intend to request up to twenty-five percent (25%) of the value of the Settlement Fund for attorneys’ fees, plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that Service Awards of up to \$500 each be paid from the Settlement Fund to the Class Representatives for their service as representatives on behalf of the Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the Settlement or some part of it.

20. How do I tell the Court if I do not like the Settlement?

If you’re a Class Member, you can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a larger payment; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number (*McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); (b) be submitted to the Court by either 1) filing the written objection through the Court’s Case Management/Electronic Case Files (“CM/ECF”) system, 2) by mailing the written objection to the Class Action Clerk for United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or 3) by filing the written objection in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before **Month Day, 2017**.

QUESTIONS? CALL 1-877-797-6083 OR VISIT WWW.RIDESHARESETTLEMENT.COM

21. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Fairness Hearing”).

22. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing on **Month Day, 2017 at __: __ .m.**, at the United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Court Room 9 (19th Floor), San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.RideShareSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

23. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or submit your written objection on time, to the proper location or address, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member with an Uber account and do nothing, you will automatically receive your Settlement Share as a payment to your Uber Rider Account, and give up the right to request that your Settlement Share be paid to your PayPal Account or bank account via eCheck. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Defendants about the statements and claims at issue in this case.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.RideShareSettlement.com. You may also contact Class Counsel (see Question 18), access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California in the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also write with questions to the Settlement Administrator at Rideshare Settlement Administrator, PO Box 3967, Portland, OR 97208-3967, or call the toll-free number, 1-877-XXX-XXXX, or e-mail xxxxxxx@ridesharesettlement.com.

PLEASE DO NOT CONTACT UBER, THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Exhibit F

Settlement Administration Protocol

This Settlement Administration Protocol (the “Protocol”) is a part of the Amended Stipulation of Settlement and shall be used by the Settlement Administrator to review, address, implement, and process those Payment Election Forms submitted pursuant to the Amended Stipulation of Settlement and otherwise implement the terms of the payment election process in the Amended Stipulation of Settlement. All capitalized terms used in this Protocol shall have the same meaning given them in the Amended Stipulation of Settlement. To the extent there is any conflict between the Amended Stipulation of Settlement and this Protocol, the Amended Stipulation of Settlement shall govern.

1. Settlement Administrator’s Role and Duties

- (a) The Settlement Administrator must consent, in writing, to serve and shall abide by the obligations of the Amended Stipulation of Settlement, this Protocol, and the Orders issued by the Court.
- (b) The Settlement Administrator shall be reimbursed from the Settlement Fund toward reasonable costs, fees, and expenses of providing notice to the Class and administering the Settlement in accordance with the Amended Stipulation of Settlement and the contract executed with the Settlement Administrator with respect to its services in the Action and to this Settlement (the “Contract”).
- (c) The Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer the payment election process set forth in the Amended Stipulation of Settlement.
- (d) The Settlement Administrator shall keep a clear and careful record of all communications with Class Members, all payment election decisions, all expenses, and all tasks performed in administering the payment election process.
- (e) The Settlement Administrator shall take all reasonable efforts to administer the Payment Election Forms efficiently and to avoid unnecessary fees and expenses. As soon as work commences, the Settlement Administrator shall provide a detailed written accounting of all fees and expenses on a regular basis to Class Counsel and Defense Counsel, and shall respond promptly to inquiries by Class Counsel and Defense Counsel concerning the administration and notice fees and expenses.

The Parties are entitled to observe and monitor the performance of the Settlement Administrator to assure compliance with the Amended Stipulation of Settlement and this Protocol. The Settlement Administrator shall promptly respond to all and provide a complete response and/or any and all materials in its possession following an inquiry and request for information made by Uber, Defense Counsel, or Class Counsel.

2. Locating, Obtaining, and Submitting Payment Election Forms

- (a) The Payment Election Form, which is substantially similar to the form attached as Exhibit “C” to the Amended Stipulation of Settlement, shall be available as part of the Class Notice, on the Internet website at www.RideShareSettlement.com, in response to requests through the toll-free voice response unit with message and interactive voice response (IVR), and also through contacting by telephone or by mail or other similar service the Settlement Administrator and requesting a copy of the Payment Election Form be sent to them. The Payment Election Form on the Internet website and the hard copy Payment Election Form shall be consistent in all substantive respects.
- (b) The Payment Election Form may be rejected and thus treated as if it was not submitted for the reasons identified 3(b) below.
- (c) Class Members may submit a Payment Election Form to the Settlement Administrator prior to the Payment Election Deadline.
- (d) Elections may be submitted by completing the Payment Election Form in hard copy by mail or other similar delivery service or on-line through a web-based Payment Election Form at the Internet website, www.RideShareSettlement.com.
- (e) The Settlement Administrator shall establish and maintain an Internet website, www.RideShareSettlement.com, that shall be easily accessible through commonly used Internet Service Providers for the submission of elections. The Long Form Notice, Payment Election Form, Amended Stipulation of Settlement and its exhibits, the Consolidated Class Action Complaint, and any Motion for Preliminary Approval of the Settlement, Final Approval of the Settlement, and for Award of Attorneys’ Fees and Incentive Awards (including supporting declarations and exhibits) shall be available on

the Internet website. The Internet website shall be designed to permit Class Members to readily and easily submit the Payment Election Form and obtain information about the Class Members' rights and options under the Amended Stipulation of Settlement. The Internet website shall be maintained continuously until the expiration of all deadlines to seek reconsideration and appellate review of the Final Order and Final Judgment. The Settlement Administrator shall be solely responsible for receiving and processing the Payment Election Forms and for promptly delivering blank Payment Election Forms to the Class Members who request them.

- (f) The Settlement Administrator also shall establish a toll-free telephone number, through which Class Members may obtain information about the Action and the Settlement and request a mailed copy of the Long Form Notice and/or the Payment Election Form, pursuant to the terms and conditions of this Amended Stipulation of Settlement.

3. Payment Election Form Review and Processing

- (a) The Settlement Administrator shall begin the payment election process so that it is completed prior to the Payment Election Deadline.
- (b) Payment Election Forms that do not meet the requirements set forth in the Amended Stipulation of Settlement and in the Payment Election Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Class Member's Payment Election Form for, among other reasons, the following:
 - (i) Failure to fully complete and/or sign the Payment Election Form;
 - (ii) Illegible Payment Election Form;
 - (iii) The person submitting the Payment Election Form is not a Class Member;
 - (iv) The Payment Election Form is fraudulent;
 - (v) The Payment Election Form is duplicative of another Payment Election Form;

- (vi) The person submitting the Payment Election Form is requesting that the Settlement Share be paid to a person or entity that is not the Class Member for whom the Payment Election Form is submitted;
 - (vii) Failure to submit a Payment Election Form by the deadline; and/or
 - (viii) The Payment Election Form otherwise does not meet the requirements of the Amended Stipulation of Settlement.
- (c) The Settlement Administrator shall determine whether a Payment Election Form meets the requirements set forth in the Amended Stipulation of Settlement. Each Payment Election Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine in accordance with the terms and conditions of the Amended Stipulation of Settlement the extent, if any, the Payment Election Form is valid. The Settlement Administrator shall have the authority to determine whether a Payment Election Form submitted by any Class Member is complete and timely. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Payment Election Forms, including, without limitation, indexing each Class Members' Settlement Share.
- (d) The Payment Election Form will be deemed to have been submitted when posted, if received with a postmark or equivalent mark by a courier company indicated on the envelope or mailer with the instructions set out in the Payment Election Form. In all other cases, the Payment Election Form shall be deemed to have been submitted when it is actually received by the Settlement Administrator.
- (e) The Settlement Administrator shall gather, review, prepare, and address the Payment Election Forms received pursuant to the Amended Stipulation of Settlement as follows:
 - (i) Payment Election Forms that have been properly submitted shall be designated as "Approved Forms." The Settlement Administrator shall examine the Payment Election Form before designating the Form as an Approved Form, to determine that the information on the Payment Election Form is reasonably

complete and contains sufficient information to (if requested) enable the payment of the Class Member's Settlement Share to his or her PayPal Account or bank account via eCheck.

- (ii) No Class Member may submit more than one Payment Election Form. The Settlement Administrator shall identify any Payment Election Forms that appear on behalf of the same Class Member ("Duplicative Payment Election Forms"). The Settlement Administrator shall determine whether there is any duplication of Forms, if necessary by contacting the Class Member(s) or their counsel. The Settlement Administrator shall designate any such Duplicative Payment Election Forms as rejected.
- (iii) The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the election process. The Settlement Administrator may, in its discretion, deny in whole or in part any election to prevent actual or possible fraud or abuse.
- (iv) By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate to preserve the Settlement Fund to further the purposes of the Amended Stipulation of Settlement if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Payment Election Forms, including, but not limited to, rejecting a Payment Election Form to prevent actual or possible fraud or abuse.
- (v) A Payment Election Form that is rejected, for any reason, will be deemed to have never been submitted.
- (f) The Settlement Administrator shall provide periodic reports to Class Counsel and Defense Counsel regarding the implementation of the Amended Stipulation of Settlement and this Protocol.
 - (i) The Settlement Administrator may review timely submitted Payment Election Forms and approve or contest any of the forms.

- (ii) The Settlement Administrator's reduction or denial of a Payment Election Form is final, but the Parties and/or Class Members may submit any disputed issues to the Court or a referee appointed by the Court for summary and non-appealable resolution.

4. Settlement Share Calculation

- (a) The relief to be provided to eligible Class Members shall be as set forth in the Amended Stipulation of Settlement.
- (b) As specified in the Amended Stipulation of Settlement, the Settlement Administrator shall determine the amount of the Settlement Share, whether the Class Member submitted a valid, complete and timely Payment Election Form, and whether the Settlement Share will be paid to the Class Member's Uber Rider Account, PayPal Account, or bank account via eCheck.
- (c) As set forth in the Amended Stipulation of Settlement, the Settlement Administrator shall keep track of Uber's reports regarding distribution of the Settlement Share, make timely payments from the Settlement Fund to Uber, and maintain an index of Class Members who have used the Settlement Share either as a used payment to their Uber Rider Account or a payment to their PayPal Account or bank account via eCheck.

5. Payments To PayPal Accounts and Bank Accounts By eCheck

- (a) As specified in the Amended Stipulation of Settlement, the Settlement Administrator shall pay the Settlement Share to each Electing Class Member that opted for payment to his or her PayPal account or bank account via eCheck, if applicable.
- (b) For payment to a Class Member's PayPal account, the Settlement Administrator shall charge no more than three percent (3%) of the Settlement Share, with a minimum charge per transaction of \$.01 and a maximum charge per transaction of \$1.00 for domestic payments and \$20.00 for international payments.
- (c) For payment to a Class Member's bank account via eCheck, the Settlement Administrator shall charge no more than \$.24 for each payment.

Exhibit G

Email Notice

To: [customer email address]
From: administrator@RideShareSettlement.com [xxx Class Action Settlement]
Subject: Legal Notice About a Class Action Settlement with Uber

Legal Notice

If you used Uber in the U.S. and paid a Safe Rides Fee, you may be entitled to a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit about whether Uber Technologies, Inc. and Rasier, LLC (collectively, “Uber”) made misrepresentations about the “Safe Rides Fee,” safety measures, and the background check process for potential drivers. Uber denies the allegations in the lawsuit, and the Court has not decided who is right.

The Settlement requires Uber to make certain changes to how they advertise background checks and certain fees. Additionally, the Settlement will result in the creation of a \$32,500,000 Settlement Fund to be paid to eligible users of Uber.

The United States District Court for the Northern District of California will hold a hearing to decide whether to approve the Settlement, so that benefits can be issued. Those included have legal rights and options, such as receiving an automatic payment from Uber to their Uber Rider Account, submitting a Payment Election Form requesting payment to their PayPal Account or bank account via eCheck, or excluding themselves from or objecting to the Settlement. This notice is only a summary. Go to www.RideShareSettlement.com for detailed information.

Who is included?

The Settlement includes all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all transportation services that were arranged through Defendants’ website or the Uber App where a Safe Rides Fee was paid (such as UberX, etc.). “Uber App” means the Uber smartphone application by which riders may request Uber Rideshare Services. “Uber Rideshare Services” means all transportation services that are arranged through Defendants’ website or the Uber App, regardless of type of ride or service that is requested. “Uber” means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court and Court staff. “Employees”

means any person whose Uber account email address ended with “@uber.com” as of May 8, 2017.

These people are called the “Class” or “Class Members.”

You are receiving this notice because Uber has identified you as a potential member of the Class. Your Claim Number is _____.

What do I get from the Settlement?

If the Settlement is approved by the Court and as long as you do not exclude yourself from the Settlement, you will *automatically* receive your Settlement Share if you still have an Uber account. You have three options as to how your Settlement Share will be paid to you:

- **Option 1 (the “Uber Rider Account” option).** Your Settlement Share will be paid to your Uber Rider Account (this is the account you created when you registered to use Uber), which will then be applied towards your next Uber ride in the United States. If you do not use the payment to your Uber Rider Account within 365 days of the Effective Date, a single attempt will be made to pay your Settlement Share (less the average cost of distributing the Settlement Share) to a default U.S. credit card, U.S. debit card, PayPal account or other payment method associated with your Uber account.
- **Option 2 (the “PayPal Account” option).** Your Settlement Share will be paid to your PayPal Account, which you will identify on your Payment Election Form.
- **Option 3 (the “eCheck” option).** Your Settlement Share will be paid by an electronic check, which will be emailed to the email address you provide on your Payment Election Form. eChecks are available for deposit in U.S. financial institutions only.

If you prefer Option 2 or 3, you will need to submit a Payment Election Form by **11:59 p.m. PST on Month Day, 2017**. If you do not submit a timely Payment Election Form indicating that you wish to receive your Settlement Share by a payment to your PayPal Account or bank account via eCheck, your Settlement Share will *automatically* be paid to your Uber Rider Account. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share. You can file your Payment Election Form online at the Settlement website. Use your Claim Number provided above to file your Form.

The Settlement Share for the average class member is estimated to be approximately \$1.07. You can estimate your own Settlement Share by starting with \$.25 for your first ride on an Uber Ride Service With A Safe Rides Fee (e.g. uberX), and then adding \$.05 for each subsequent ride taken during the class period.

Payments to Class Members (either to your Uber Rider Account, PayPal Account, or bank account via eCheck) will be made only after the Court grants “final approval” to the

Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates.

What are my other options?

If you do not want to be legally bound by the Settlement, you must exclude yourself from the Class by **Month Day, 2017**, or you will not be able to sue, or continue to sue, Uber about the issues in this case. If you exclude yourself or “opt out” from the Settlement, you will not receive payment of your share of the Settlement Fund and you cannot object to the Settlement. If you stay in the Class, you may object to any part of the Settlement by filing an objection by **Month Day, 2017**. The Detailed Notice available at the website explains how to exclude yourself or object.

The Court’s Fairness Hearing

The Court will hold a hearing in the case, known as *McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, on **Month Day, 2017**, to consider whether to approve the Settlement, and the requests by Class Counsel for attorneys’ fees and expenses and for Service Awards to the Class Representatives. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.RideShareSettlement.com for updates. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

How can I get more information?

See the Detailed Notice, file a Payment Election Form online and review other information by visiting www.RideShareSettlement.com.

SOURCE: United States District Court for the Northern District of California

Exhibit H

If you used Uber in the U.S. and paid a Safe Rides Fee, you may be entitled to a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit about whether Uber Technologies, Inc. and Rasier, LLC (collectively, "Uber") made misrepresentations about the "Safe Rides Fee," safety measures, and the background check process for potential drivers. Uber denies the allegations in the lawsuit, and the Court has not decided who is right.

The Settlement requires Uber to make certain changes to how they advertise background checks and certain fees. Additionally, the Settlement will result in the creation of a \$32,500,000 Settlement Fund to be paid to eligible users of Uber.

The United States District Court for the Northern District of California will hold a hearing to decide whether to approve the Settlement, so that benefits can be issued. Those included have legal rights and options, such as receiving an automatic payment from Uber to their Uber Rider Account, submitting a Payment Election Form requesting payment to their PayPal Account or bank account via eCheck, or excluding themselves from or objecting to the Settlement. This notice is only a summary. Go to www.RideShareSettlement.com for detailed information.

Who is included?

The Settlement includes all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its territories. "Uber Ride Services With A Safe Rides Fee" means all transportation services that were arranged through Defendants' website or the Uber App where a Safe Rides Fee was paid (such as uberX, etc.). "Uber App" means the Uber smartphone application by which riders may request Uber Rideshare Services. "Uber Rideshare Services" means all transportation services that are arranged through Defendants' website or the Uber App, regardless of type of ride or service that is requested. "Uber" means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Rasier, LLC; and (b) the Court and Court staff. "Employees" means any person whose Uber account email address ended with "@uber.com" as of May 8, 2017.

These people are called the "Class" or "Class Members."

What do I get from the Settlement?

If you are a Class Member and the Settlement is approved by the Court and as long as you do not exclude yourself from the Settlement, you will *automatically* receive your Settlement Share if you still have an Uber account. Class Members have three options as to how their Settlement Share will be paid:

- **Option 1 (the "Uber Rider Account" option).** A Settlement Share will be paid to an Uber Rider Account (this is the account created when someone registers to use Uber), which will then be applied towards the Class Member's next Uber ride in the United States. If a Class Member does not use the payment to their Uber Rider Account within 365 days of the Effective Date, a single attempt will be made to pay their Settlement Share (less the average cost of distributing the Settlement Share) to a default U.S. credit card,

U.S. debit card, PayPal account or other payment method associated with their Uber account.

- **Option 2 (the "PayPal Account" option).** A Settlement Share will be paid to a Class Member's PayPal Account as identified on a Payment Election Form.
- **Option 3 (the "eCheck" option).** A Settlement Share will be paid by an electronic check, which will be emailed to the email address provided on a Payment Election Form. eChecks are available for deposit in U.S. financial institutions only.

Class Members who prefer Option 2 or 3 will need to submit a Payment Election Form by **11:59 p.m. PST on Month Day, 2017**. Class Members who do not submit a timely Payment Election Form indicating that they wish to receive their Settlement Share by a payment to a PayPal Account or bank account via eCheck, will have their Settlement Share *automatically* paid to their Uber Rider Account. Class Members who no longer have an Uber account, must submit a valid Payment Election Form and elect Option 2 or 3 to receive a Settlement Share. Class Members can file a Payment Election Form online at the Settlement website.

The Settlement Share for the average class member is estimated to be approximately \$1.07. You can estimate your own Settlement Share by starting with \$.25 for your first ride on an Uber Ride Service With A Safe Rides Fee (e.g. uberX), and then adding \$.05 for each subsequent ride taken during the class period.

Payments to Class Members (either to an Uber Rider Account, PayPal Account, or bank account via eCheck) will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates.

What are my other options?

Class Members who do not want to be legally bound by the Settlement, must exclude themselves from the Class by **Month Day, 2017**, or they will not be able to sue, or continue to sue, Uber about the issues in this case. Class Members who exclude themselves or "opt out" from the Settlement, will not receive payment of their share of the Settlement Fund and cannot object to the Settlement. Class Members who stay in the Class, may object to any part of the Settlement by filing an objection by **Month Day, 2017**. The Detailed Notice available at the website explains how to exclude yourself or object.

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The Court will hold a hearing in the case, known as *McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, on **Month Day, 2017**, to consider whether to approve the Settlement, and the requests by Class Counsel for attorneys' fees and expenses and for Service Awards to the Class Representatives. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.RideShareSettlement.com for updates. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

How can I get more information?

See the Detailed Notice, file a Payment Election Form online and review other information by visiting www.RideShareSettlement.com.

Philliben et al. v. Uber Technologies, Inc. et al.

Uber - Banner Advertisement

Online Display –

Frame 1: Visible for 9 seconds.

If you used Uber in the U.S. and paid a Safe Rides Fee, you may be entitled to a payment from a class action settlement.

Legal Notice

www.RideShareSettlement.com

Legal Notice

Frame 2: Visible for 4 seconds.

[Click here for more information.](#)

Legal Notice

www.RideShareSettlement.com

Legal Notice

Exhibit I

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BYRON MCKNIGHT, JULIAN MENA, TODD
SCHREIBER, NATE COOLIDGE, and
ERNESTO MEJIA, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

UBER TECHNOLOGIES, INC., a Delaware
Corporation, and RASIER, LLC, a Delaware
Limited Liability Company,

Defendants.

Case No. 3:14-cv-05615-JST

HON. JON S. TIGAR

**DECLARATION OF CAMERON R. AZARI,
ESQ. OF EPIQ SYSTEMS, INC. (EXHIBIT
“I” TO AMENDED STIPULATION OF
SETTLEMENT)**

1 I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

2 1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one and I have personal
3 knowledge of the matters set forth herein, and, if called as a witness, I could and would competently and
4 truthfully testify thereto.

5 2. I am a nationally recognized expert in the field of legal notice and I have served as a legal
6 notice expert in dozens of federal and state cases involving class action notice plans. I have also
7 participated and been involved in a large number of administrations of class action settlements.

8 3. I am the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in
9 designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans.
10 Hilsoft has been involved with some of the most complex and significant notices and notice programs in
11 recent history. Hilsoft is a business unit of Epiq Systems Class Action and Claims Solutions (“ECA”).
12 ECA will, subject to Court approval, administer the Settlement¹ in this Action pursuant to terms and
13 conditions set forth in the Amended Stipulation of Settlement.

14 4. With experience in more than 300 cases, notices prepared by Hilsoft Notifications have
15 appeared in 53 languages with distribution in almost every country and territory in the world. Judges,
16 including in published decisions, have recognized and approved numerous notice plans developed by
17 Hilsoft Notifications, which decisions have always withstood collateral reviews by other courts and
18 appellate challenges.

19 **EXPERIENCE RELEVANT TO THIS CASE**

20 5. Hilsoft Notifications has served as a notice expert and has been recognized and appointed by
21 courts to design and provide notice in many large and complex cases, including: *In Re: Checking Account*
22 *Overdraft Litigation*, MDL No. 09-md-2036 (S.D. Fla.) (multiple bank settlements in 2010-2015
23 involving direct mail and email to millions of class members and publication in relevant local
24 newspapers); *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.) (TCPA settlement with
25

26 _____
27 ¹ Unless otherwise defined, all capitalized terms herein shall have the same meaning as set forth in Section
28 II (entitled “Definitions”) of the Amended Stipulation of Settlement, to which this Declaration is an
exhibit, filed in *McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST.

1 email and postcard notice to over 6.9 million class members and publication notice in *Parade Magazine*
2 and other consumer publications); *In re Payment Card Interchange Fee and Merchant Discount Antitrust*
3 *Litigation*, MDL No. 05-md-1720 (E.D.N.Y.) (over 19.8 million direct mail notices, insertions in over
4 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications,
5 and language & ethnic targeted publications, banner notices generating more than 770 million adult
6 impressions); and *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20,*
7 *2010*, MDL No. 10-md-2179 (E.D. La.) (notice efforts include over 5,400 insertions in 2,000+
8 publications, over 10,000 local television and radio spots, local and national banner ads, notices in English,
9 Spanish and Vietnamese).

10 6. We have been recognized by courts for our testimony as to which method of notification is
11 appropriate for a given case, and have provided testimony on numerous occasions on whether a certain
12 method of notice represents the best notice practicable under the circumstances. For example:

13 a) In *Marolda v. Symantec Corporation*, No. 08-cv-05701 (N.D. Cal.), Judge Edward
14 M. Chen stated on April 5, 2013:

15 *Approximately 3.9 million notices were delivered by email to class members, but*
16 *only a very small percentage objected or opted out . . . The Court . . . concludes*
17 *that notice of settlement to the class was adequate and satisfied all requirements of*
18 *Federal Rule of Civil Procedure 23(e) and due process. Class members received*
19 *direct notice by email, and additional notice was given by publication in numerous*
widely circulated publications as well as in numerous targeted publications. These
were the best practicable means of informing class members of their rights and of
the settlement's terms.

20 b) In *In Re: Zurn Pex Plumbing Products Liability Litigation*, Case No. 08-cv-01958
21 (D. Minn.), Judge Ann D. Montgomery stated on February 27, 2013:

22 *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice*
23 *consultant, to design and carry out the notice plan. The form and content of the*
24 *notices provided to the class were direct, understandable, and consistent with the*
25 *"plain language" principles advanced by the Federal Judicial Center. The notice*
26 *plan's multi-faceted approach to providing notice to settlement class members*
whose identity is not known to the settling parties constitutes "the best notice that
is practicable under the circumstances" consistent with Rule 23(c)(2)(B).

1 c) In *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, on
2 April 20, 2010 (Economic and Property Damages Settlement), MDL No. 10-md-2179 (E.D. La.), Judge
3 Carl J. Barbier stated on December 21, 2012:

4 *The Court finds that the Class Notice and Class Notice Plan satisfied and continue*
5 *to satisfy the applicable requirements of Federal Rule of Civil Procedure*
6 *23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and*
7 *the Due Process Clause of the United States Constitution (U.S. Const., amend. V),*
8 *constituting the best notice that is practicable under the circumstances of this*
9 *litigation.*

10 *The notice program surpassed the requirements of Due Process, Rule 23, and*
11 *CAFA. Based on the factual elements of the Notice Program as detailed below, the*
12 *Notice Program surpassed all of the requirements of Due Process, Rule 23, and*
13 *CAFA.*

14 d) In *Schulte v. Fifth Third Bank*, Case No. 09-cv-6655 (N.D. Ill.), Judge Robert M.
15 Dow, Jr. stated on July 29, 2011:

16 *The Court has reviewed the content of all of the various notices, as well as the*
17 *manner in which Notice was disseminated, and concludes that the Notice given to*
18 *the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best*
19 *notice practicable, satisfied all constitutional due process concerns, and provided*
20 *the Court with jurisdiction over the absent Class Members.*

21 e) In *In re: Heartland Payment Systems, Inc. Customer Data Security Breach*
22 *Litigation*, MDL No. 09-2046 (S.D. Tex.), Judge Lee Rosenthal stated on March 2, 2012:

23 *The notice that has been given clearly complies with Rule 23(e)(1)'s*
24 *reasonableness requirement... Hilsoft Notifications analyzed the notice plan after*
25 *its implementation and conservatively estimated that notice reached 81.4 percent*
26 *of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and*
27 *the detailed notice provided the information reasonably necessary for the*
28 *presumptive class members to determine whether to object to the proposed*
settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice
and the detailed notice "were written in easy-to-understand plain English." In re
*Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23*
(D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice
provided "satisf[ies] the broad reasonableness standards imposed by due process"
and Rule 23. Katrina Canal Breaches, 628 F.3d at 197 (internal quotation marks
omitted).

1 7. Numerous other court opinions and comments as to our testimony, and opinions on the
2 adequacy of our notice efforts, are included in Hilsoft Notifications' curriculum vitae attached hereto as
3 Attachment 1.

4 8. In forming my expert opinions, my staff and I draw from our in-depth class action case
5 experience, as well as our educational and related work experiences. I am an active member of the Oregon
6 State Bar, receiving my Bachelor of Science from Willamette University and my Juris Doctor from
7 Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice
8 for Hilsoft Notifications since 2008 and have overseen the detailed planning of virtually all of our court-
9 approved notice programs since that time. Prior to assuming my current role with Hilsoft Notifications, I
10 served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal
11 Advertising). Overall, I have over fifteen years of experience in the design and implementation of legal
12 notification and claims administration programs, having been personally involved in well over one
13 hundred successful notice programs. I have been directly and personally responsible for designing all of
14 the notice planning here, including analysis of the individual notice options and the media audience data
15 and determining the most effective mixture of media required to reach the greatest practicable number of
16 individuals that fall within the Class definition.

17 9. This affidavit will describe the Settlement Notice Plan ("Notice Plan" or "Plan") and
18 notices (the "Notice" or "Notices") designed by Hilsoft Notifications and proposed here for the parties'
19 settlement in *McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, including how the
20 Notice Plan was developed and why it will be effective. We developed the Notice Plan and Notices based
21 on our extensive prior experience and research into the notice issues in this case. We have analyzed the
22 most effective method of notice for this Class.

23 **NOTICE PLANNING METHODOLOGY**

24 10. Rule 23 directs that the best notice practicable under the circumstances must include
25 "individual notice to all members who can be identified through reasonable effort."² The proposed notice
26 effort here satisfies this direction. Because of the nature of the Defendants' business, up-to-date email
27

28 ² FRCP 23(c)(2)(B).

1 addresses are available for almost the entire Class. I am informed and believe, however, that Defendants
2 do not collect or maintain a list of physical mailing addresses for the Class. Accordingly, Email Notice
3 will be the primary method of delivering notice to the Class and all reasonable steps will be taken to
4 maximize the effectiveness of the Email Notice effort.

5 11. Separate from the compilation of the individual notice email addresses, data sources and
6 tools that are commonly employed by experts in this field were used to analyze the reach³ of the media
7 portion of this Notice Plan. These include GfK Mediamark Research & Intelligence, LLC (“MRI”) data⁴
8 and comScore, Inc.⁵ These tools, along with demographic breakdowns indicating how many people use
9 each media vehicle, as well as computer software that take the underlying data and factor out the
10 duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach
11 of a particular media schedule. We combine the results of this analysis to help determine notice plan
12 sufficiency and effectiveness.

13 12. **Tools and data trusted by the communications industry and courts.** Virtually all of the
14 nation’s largest advertising agency media departments utilize, scrutinize, and rely upon such independent,
15 time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the
16 billions of dollars of advertising placements that we see today, providing assurance that these figures are
17 not overstated. These analyses and similar planning tools have become standard analytical tools for
18 evaluations of notice programs, and have been regularly accepted by courts.

19 _____
20 ³ “Reach” is defined as the percentage of a class exposed to a notice, net of any duplication among people
21 who may have been exposed more than once. Notice “exposure” is defined as the opportunity to read a
22 notice.

22 ⁴ GfK Mediamark Research & Intelligence, LLC (“MRI”) is a leading source of publication readership
23 and product usage data for the communications industry. MRI offers comprehensive demographic,
24 lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As
25 the leading U.S. supplier of multimedia audience research, MRI provides information to magazines,
26 televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising
27 agencies—including 90 of the top 100 in the United States. MRI’s national syndicated data is widely used
28 by companies as the basis for the majority of the media and marketing plans that are written for advertised
29 brands in the U.S.

26 ⁵ comScore, Inc. is a global leader in measuring the digital world and a preferred source of digital
27 marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising
28 agencies and advertisers conducted by William Blair & Company in January 2009, comScore was rated
29 the “most preferred online audience measurement service” by 50% of respondents, a full 25 points ahead
30 of its nearest competitor.

1 Excluded from the Class are (a) all persons who are employees, directors, and officers of Uber
2 Technologies, Inc. and Raiser, LLC; and (b) the Court and Court staff. “Employees” means any person
3 whose Uber account email address ended with “@uber.com” as of May 8, 2017.

4 16. To guide the selection of measured media in reaching unknown Class Members, the Notice
5 Plan has a primary media target audience of: all adults 18 years and older in the U.S. We selected this
6 broad target because users of Uber’s services span all age and demographic groups. Because of the
7 recency of the email addresses and its use as the primary form of communication between the Defendants
8 and the Class Members, we expect that the Email Notice effort will easily reach more than 80% of all
9 Class Members. The supplemental media notice effort will be monitored and increased, if needed, to
10 ensure the overall reach of the Notice Plan is at least 80%. In my experience, the expected reach and
11 frequency of the Notice Plan is consistent with other court-approved notice programs, and has been
12 designed to meet and exceed due process requirements. I am informed and believe that email notice to
13 Uber riders in *Tadepalli v. Uber Technologies, Inc.*, Case No. 3:15-cv-04348-MEJ (N.D. Cal.), reached
14 approximately 97% of class members in that case.

15 *Individual Notice*

16 17. The Defendants will provide to ECA a data file listing all Class Members. For each Class
17 Member, the data file provided by Defendants will include, *inter alia*, the Class Member’s name, email
18 addresses and a unique identifier assigned to the Class Member. Based on the recency and completeness
19 of the email address data to be provided to ECA, as well as its use as the primary method of communication
20 between the Defendants and the Class, we conservatively estimate that individual notice will reach at least
21 80% of the proposed Class. It is likely however that the Email Notice effort will reach well in excess of
22 that.

23 18. The Summary Email Notice will be sent to all potential Class Members. The Summary
24 Email Notice will be created using an embedded HTML text format. This format will provide text that is
25 easy to read without graphics, tables, images and other elements that would increase the likelihood that
26 the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will
27 be sent using a server known to the major emails providers as one not used to send bulk “SPAM” or “junk”
28 email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk

1 junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If
2 the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the
3 unique message identifier. For any Summary Email Notice for which a bounce code is received indicating
4 that the message is undeliverable, at least two additional attempts will be made to deliver the Notice by
5 email.

6 19. The Summary Email Notice will include the address of the settlement website –
7 www.RideShareSettlement.com. By accessing the settlement website, recipients will be able to easily
8 access the Long Form Notice, Settlement Agreement, Payment Election Form and other information about
9 the Settlement. The proposed Summary Email Notice is attached as Exhibit G to the Amended Stipulation
10 of Settlement.

11 ***Local Newspaper Insertions and Online Banner Notice***

12 20. To satisfy publication notice requirements of California’s Consumer Legal Remedies Act
13 (Cal. Civ. Code § 1781), the Publication Notice will run four times over four consecutive weeks in the
14 San Francisco regional edition of *USA Today*, as a quarter page ad unit. The proposed Publication Notice
15 as formatted for *USA Today* is attached as part of Exhibit H to the Amended Stipulation of Settlement.

16 21. The Notice Plan also provides for Banner Notices measuring 728 x 90 pixels and 300 x
17 250 pixels which will be placed on the *Conversant Ad Network*. The Banner Notices will appear across
18 the U.S.

19 22. At least 12.75 million adult impressions will be delivered by the Banner Notice.
20 Depending on the delivery rate of the Email Notice effort, the number on online impressions may be
21 adjusted to ensure the Notice Plan in its entirety reaches at least 80% of the Settlement Class. Clicking
22 on the Banner Notice will link the reader to the case website where they can obtain information about the
23 Settlement and link directly to the Payment Election Form for easy online filing. The online Banner
24 Notice is attached as part of Exhibit H to the Amended Stipulation of Settlement.

25 ***Sponsored Search Listings***

26 23. To facilitate locating the case website, sponsored search listings will be acquired on the
27 three most highly-visited Internet search engines: Google, Yahoo! and Bing. When search engine visitors
28 search on common keyword combinations such as “Uber Settlement,” the sponsored search listing will

1 display either at the top of the page prior to the search results or in the upper right hand column.

2 *Case Website*

3 24. A neutral, informational, settlement website with an easy to remember domain name
4 (www.ridesharesettlement.com) will be established that will inform potential Class Members of the terms
5 of the Settlement, their rights, dates and deadlines relevant to the Settlement, and related information. The
6 settlement website will also include the following documents for potential Class Members to view and/or
7 download: (i) the Long Form Notice (as described below); (ii) the Payment Election Form; (iii) the
8 Amended Stipulation of Settlement (including all of its Exhibits); (iv) the Preliminary Approval Order;
9 (v) the Consolidated Class Action Complaint filed on January 7, 2016; (vi) and any other information that
10 the Parties agree to provide or that the Court may require. The website will also include information on
11 how potential Class Members can opt-out of the Settlement if they choose. Class Members will also be
12 able to file a Payment Election Form via the website, or download a paper Payment Election Form which
13 can then be submitted by mail. The Payment Election Form available through the settlement website will
14 be substantially similar to the Payment Election Form attached as Exhibit C to the Amended Stipulation
15 of Settlement. The website address will be prominently displayed in all printed notice documents.

16 *Toll-free Telephone Number & Post Office Box*

17 25. A toll-free number will be established. Callers will hear an introductory message. Callers
18 will then have the option to continue to get information about the Settlement in the form of recorded
19 answers to frequently asked questions. Callers will also have an option to request the Long Form Notice
20 and/or the Payment Election Form by mail.

21 26. A post office box and e-mail will be established allowing Class Members to contact Class
22 Counsel by mail or e-mail, respectively, with any specific requests or questions.

23 **PERFORMANCE OF THE NOTICE PLAN**

24 *Reach*

25 27. The Notice Plan will reach at least 80% of the individuals who fall within the definition of
26 the Class. Using standard advertising media industry methodologies to calculate the overlap inherent in
27 exposures to the individual email, print publication and banner notice efforts we arrive at a combined,
28 estimated measurable reach of at least 80% of the Class. Reach will be enhanced further by additional

1 banner ads, if necessary, sponsored search listings, earned media, and the case website.

2 28. Many courts have accepted and understood that a 75 or 80 percent reach is more than
3 adequate. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process
4 Checklist and Plain Language Guide. This Guide states that, "the lynchpin in an objective determination
5 of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high
6 percentage of the class. It is reasonable to reach between 70–95%."⁹ The Notice Plan developed here
7 achieves this.

8 **PLAIN LANGUAGE NOTICE DESIGN**

9 29. The Notices themselves are designed to be "noticed," reviewed, and—by presenting the
10 information in plain language—understood by Class Members. The design of the Notices follows the
11 principles embodied in the Federal Judicial Center's illustrative "model" notices posted at www.fjc.gov.
12 Many courts, and as previously cited, the FJC itself, have approved notices that we have written and
13 designed in a similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all of the
14 key information about Class Members' rights and options. Consistent with our normal practice, all notice
15 documents will undergo a final edit prior to actual emailing and publication for grammatical errors and
16 accuracy.

17 30. Moreover, Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action
18 notices to be written in "plain, easily understood language." ECA applies the plain language requirement
19 in drafting notices in federal and state class actions. ECA maintains a strong commitment to adhering to
20 the plain language requirement, while drawing on its experience and expertise to draft notices that
21 effectively convey the necessary information to Class Members.

22 31. I have been involved in the drafting of the Notices. All forms of Notice are noticeable,
23 clear, concise, and in plain, easily understood language. The Notices effectively communicate information
24 about the Settlement.

25
26
27
28 ⁹ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3.

1 32. In preparing the Notices in this Settlement, I have employed communications methods that
2 are well-established in my field. I have embraced the high standards embodied in the Advisory
3 Committee’s notes accompanying the 2003 changes to Rule 23(c)(2): “The direction that the class-
4 certification notice be couched in plain easily understood language is added as a reminder of the need to
5 work unremittingly at the difficult task of communicating with class members.”

6 33. All Notices are designed to increase noticeability and comprehension. Because email
7 recipients are accustomed to receiving junk email that they may be inclined to discard unread, the Notice
8 Plan calls for steps to bring the emailed Notice to the attention of Class Members. Once people “notice”
9 the Notices, it is critical that they can understand them. As such, the Notices, as produced, are clearly
10 worded with an emphasis on simple, plain language to encourage readership and comprehension.

11 34. The Email and Publication Notice feature a prominent headline (“**If you used Uber in the**
12 **U.S. and paid a Safe Rides Fee, you may be entitled to a payment from a class action settlement.**”)
13 in bold text. This alerts recipients and readers that the Notice is an important document authorized by a
14 court and that the content may affect them, thereby supplying reasons to read the Notice.

15 35. Class Notice will also include a Long Form Notice. The Long Form Notice provides
16 substantial information to Settlement Class Members. The Long Form Notice begins with a summary
17 page providing a concise overview of the important information and a table highlighting key options
18 available to Class Members. A table of contents, categorized into logical sections, helps to organize the
19 information, while a question and answer format makes it easy to find answers to common questions by
20 breaking the information into simple headings. The proposed Long Form Notice is attached as Exhibit E
21 to the Amended Stipulation of Settlement.

22 36. The Email Notice will contain an embedded link to the settlement website where the Long
23 Form Notice and other Settlement information can be accessed. The Email Notice will be provided using
24 an embedded HTML text format. This format will provide text that is easy to read without graphics,
25 tables, images and other elements that would increase the likelihood that the message is blocked by
26 Internet Service Providers (ISPs) and/or SPAM filters.

COST OF NOTICE AND ADMINISTRATION

37. Hilsoft and ECA estimate that the total costs of the Notice Plan and administrative tasks required by the Amended Stipulation of Settlement will range between \$400,000 and \$450,000 depending on the number of Payment Election Forms that are filed and Class Member inquiries. In no event shall ECA or Hilsoft collective costs and charges for this matter exceed \$487,000.

38. The parties have asked ECA to provide an estimate of what it would cost for ECA – rather than Defendants – to issue payment of the Settlement Share to the credit card or debit card of those Class Members who did not utilize the payment to their Uber Rider Account and who will thus receive the Settlement Share via a payment to the Class Member’s Uber Payment Account.¹⁰ Until recently, only an entity with an existing “merchant” relationship with a cardholder could apply this type of payment to a cardholder’s account. This has recently changed and ECA can work with partners to push funds to debit and credit cards where no merchant relationship exists. The costs and fees associated with this service are approximately \$.75 per transaction. Therefore, assuming that an attempt is made to pay the Settlement Share to the Uber Payment Account of 2,250,000 (approximately 10%) of the Class Members, the cost for ECA to process these payments would be approximately \$1,687,500 (*i.e.*, 2,250,000 transactions times \$.75 per transaction).

39. Epiq has agreed to process payments to Electing Class Members who submit a valid Payment Election Form and select payment either via PayPal or via bank account by eCheck. For processing PayPal payments, Epiq agrees that it will not charge more than 3% of the Class Member’s Settlement Share for each payment, with a minimum cost per payment of \$.01 and a maximum cost per payment of \$1.00 for domestic payments and \$20.00 for international payments. For processing payments to bank accounts via eCheck, Epiq agrees to charge no more than \$.24 per payment.

CONCLUSION

40. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by

¹⁰ The Amended Stipulation of Settlement defines “Uber Payment Account” as “a default U.S. credit card, U.S. debit card, PayPal account or other payment method linked to each Class Member’s Uber Rider Account.”

1 case law pertaining to notice. This framework directs that the notice program be designed to reach the
2 greatest practicable number of potential Class Members and, in a settlement class action notice situation
3 such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—
4 nor the ability to exercise other options—to Class Members in any way. All of these requirements will be
5 met in this case. It is my opinion that the reach of the target audience and the number of exposure
6 opportunities to the notice information is more than adequate and reasonable under the circumstances, and
7 it is consistent with the standards employed by ECA and Hilsoft in notification programs designed to reach
8 members of settlement groups or classes. The Notice Plan as designed is fully compliant with Rule 23 of
9 the Federal Rules of Civil Procedure, and in my opinion, it is the best notice practicable.

10 41. Our notice effort follows the guidance for how to satisfy due process obligations that a
11 notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to endeavor
12 to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

13 A. “But when notice is a person’s due, process which is a mere gesture is not due
14 process. The means employed must be such as one desirous of actually informing the absentee might
15 reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

16 B. “[N]otice must be reasonably calculated, under all the circumstances, to apprise
17 interested parties of the pendency of the action and afford them an opportunity to present their objections,”
18 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane* at 314.

19 42. The Notice Plan will provide the best notice practicable under the circumstances of this case,
20 conforms to all aspects of Federal Rule of Civil Procedure 23, and comports with the guidance for effective
21 notice articulated in the Manual for Complex Litigation 4th Ed.

22 43. As reported above, the Notice Plan will effectively reach at least an estimated 80% of Class
23 Members, and is expected to ultimately reach a higher percentage. It will deliver “noticeable” Notices to
24 capture Class Members’ attention, and provide them with information necessary to understand their rights
25 and options.

26 44. The Notice Plan schedule will afford enough time to provide full and proper notice to Class
27 Members before any opt-out and objection deadline.
28

