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

MATTHEW PHILLIBEN, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE,  
ERNESTO MEJIA, and BYRON  
MCKNIGHT, 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  
  
**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 Plaintiffs<sup>1</sup> Nate Coolidge, Byron McKnight, Ernesto Mejia, Julian Mena, Matthew Philliben,  
2 Todd Schreiber, and Defendant Rasier, LLC and Uber Technologies, Inc., by and through their  
3 respective counsel, in consideration for and subject to the promises, terms, and conditions contained  
4 in this Stipulation of Settlement, hereby stipulate and agree, subject to Court approval pursuant to  
5 Rule 23 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 (“*Philliben*”), which asserted causes of  
11 action for alleged violations of California’s False Advertising Law (Cal. Bus. & Prof. Code § 17500  
12 *et seq.*) and California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*) and  
13 which alleged, *inter alia*, that Defendants made misrepresentations and omissions regarding their  
14 “Safe Rides Fee,” their safety measures, and the nature and character of their background checks,  
15 on behalf of a putative nationwide class of consumers (*Philliben*, ECF Docket (“Dkt.”) No. 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 (Cal. Civ. Code § 1750 *et seq.*), California’s Unfair Competition Law (Cal. Bus. & Prof. Code  
25 § 17200 *et seq.*), California’s False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*), and  
26

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27 <sup>1</sup> Unless otherwise defined, all capitalized terms used herein shall have the same meaning and  
28 effect as defined in Section II of this Stipulation of Settlement, entitled “Definitions.”



1 Illinois Consumer Fraud Act (815 ILCS 502/2, *et seq.*) and which alleged, *inter alia*, that  
2 Defendants made misrepresentations and omissions regarding their “Safe Rides Fee,” their safety  
3 measures, and the nature and character of their background checks, on behalf of a putative  
4 nationwide class, or in the alternative, a California, Illinois, and Massachusetts class of consumers.  
5 (*Mena* Dkt. No. 28);

6 WHEREAS, on or about February 16, 2015, the Parties filed a Stipulation and [Proposed]  
7 Order Relating Cases. The Court granted this stipulation on or about February 18, 2015 (*Philliben*,  
8 Dkt. No. 23; *Mena*, Dkt. No. 19), and ordered that *Mena* and *Philliben* are related;

9 WHEREAS, on or about March 20, 2015, in response to the complaint filed in *Philliben*,  
10 Defendants filed a Motion to Stay Proceedings Pending Arbitration (*Philliben*, Dkt. Nos. 25 to 29).  
11 The *Philliben* plaintiffs filed their response in opposition to this Motion on or about May 14, 2015  
12 (*Philliben*, Dkt. No. 37) and Defendants filed their Reply on or about May 26, 2015 (*Philliben*, Dkt.  
13 Nos. 38 to 39);

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

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

25 WHEREAS, on or about June 1, 2015, the *Mena* plaintiffs filed an Objection To And  
26 Motion To Strike Reply Evidence Re Defendant’s Motion To Stay Proceedings Pending  
27 Arbitration, Or In The Alternative, Request For A Surreply (*Mena*, Dkt. No. 42). On or about  
28

1 June 2, 2014, the Court granted the *Mena* plaintiffs leave to file a Surreply and continued the  
2 hearing on Defendant's Motion to Stay from June 11, 2015 to July 2, 2015. (*Mena*, Dkt. No. 43);

3 WHEREAS, on or about June 9, 2015, the *Mena* plaintiffs filed a Surreply In Opposition To  
4 Defendant's Motion To Stay Proceedings Pending Arbitration (*Mena*, Dkt. No. 45). On or about  
5 June 10, 2015, the *Mena* plaintiffs also filed a Statement of Recent Decision In Support of  
6 Plaintiffs' Opposition To Defendant's Motion To Stay Proceedings Pending Arbitration (*Mena*,  
7 Dkt. No. 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. No. 48; *Philliben*, Dkt. No. 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. No. 52; *Philliben*, Dkt. No. 51);

12 WHEREAS, on July 29, 2015, the Parties filed a Stipulation and Protective Order (*Mena*  
13 Dkt. No. 49; *Philliben* Dkt. No. 50), which was entered by the Court on August 3, 2015 (*Mena* Dkt.  
14 No. 51; *Philliben* Dkt. No. 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. No. 56; *Philliben*, Dkt. No. 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 (*Philliben*, Dkt. No. 67);

13 WHEREAS, before entering into this Stipulation of Settlement, Plaintiffs, by and through  
14 their respective counsel, conducted a thorough examination, investigation, and evaluation of the  
15 relevant law, facts, and allegations to assess the merits of the claims and potential claims to  
16 determine the strength of liability, potential remedies, and all defenses thereto;

17 WHEREAS, Plaintiffs, by and through their respective counsel, conducted an extensive  
18 investigation into the facts and law relating to the matters alleged in their respective Complaints,  
19 including (i) the extent, nature and quality of Defendants' safety procedures during the Class  
20 Period; (ii) Defendants' representations and disclosures regarding the safety of Defendants' ride  
21 share services; (iii) Defendants' representations and disclosures regarding the Safe Rides Fee; (iv)  
22 financial data relating to Defendants' safety related expenditures and revenues; (v) the size and  
23 composition of the Class; and (vi) data relating to the Class' use of Defendants' ride share services.  
24 This investigation included obtaining and reviewing documents and written responses from  
25 Defendants, detailed inspections and testing of Defendants' ride share App among various operating  
26 system platforms, consultations with experts, numerous interviews of witnesses (including ten (10)  
27 current and former high level employees and executives of Defendants), drivers, and putative class  
28 members, the evaluation of documents and information related to other litigations against

1 Defendants, as well as extensive factual and legal research as to arbitration issues relating to this  
2 Action, and the sufficiency of the claims and appropriateness of class certification;

3 WHEREAS, this Stipulation of Settlement was reached as a result of extensive arms'-length  
4 negotiations between the Parties and their counsel, occurring over the course of a number of months  
5 and three separate, in-person mediation sessions with a respected mediator, the Honorable Carl J.  
6 West (Ret.) of JAMS. Following the third in-person mediation, the Parties continued to engage in  
7 extensive settlement discussion through the mediator, and amongst each other, until a settlement in  
8 principle was reached. Before and during these settlement discussions and mediations, Defendants  
9 provided voluminous documents and information to the Plaintiffs. This arms'-length exchange  
10 provided Plaintiffs and their counsel with sufficient information to evaluate the claims and potential  
11 defenses and to meaningfully conduct informed settlement discussions;

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

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

28

1 WHEREAS, Defendants have vigorously denied and continue to dispute all of the claims  
2 and contentions alleged in the *Mena, Philliben*, and the consolidated action, and deny any and all  
3 allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs and the putative class.  
4 Defendants further deny that they acted improperly or wrongfully in any way, and believe that these  
5 actions have no merit. Defendants have also considered the risks and potential costs of continued  
6 litigation of the lawsuit, on the one hand, and the benefits of the proposed settlement, on the other  
7 hand, and desire to settle the Action upon the terms and conditions set forth in this Stipulation of  
8 Settlement;

9 WHEREAS, as part of this agreement, Defendants have agreed that they will no longer call  
10 any fee that they charge for their services as the “Safe Rides Fee.” Instead, Defendants may charge  
11 a “booking fee,” which may be described as “a separate flat fee added to every trip that helps  
12 support safety initiatives for riders and drivers as well as other operational costs.” Defendants will  
13 also post the following disclaimer on [www.uber.com/safety](http://www.uber.com/safety) for the time period the statement is  
14 accurate and in which such web address is actively in use: “The screening process of drivers does  
15 not require fingerprints, Live Scan, or the Department of Justice or FBI databases.”

16 WHEREAS, Defendants have agreed to class action treatment of the claims alleged in this  
17 Action solely for the purpose of compromising and settling those claims on a class basis as set forth  
18 herein and for no other purpose.

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

## 25 II. DEFINITIONS

26 As used in this Stipulation of Settlement and the attached exhibits, the following terms have  
27 the following meanings, unless this Stipulation of Settlement specifically provides otherwise:

- 28 1. “Actions” or “Action” means the civil actions entitled *Mena et al. v. Uber*

1 *Technologies, Inc.*, No. 3:15-cv-00064-JST (N.D. Cal.), *Philliben et al. v. Uber Technologies, Inc.*  
2 *et al.*, No. 3:14-cv-05615-JST (N.D. Cal.), and the consolidated action under the *Philliben* case  
3 number.

4 2. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court  
5 to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the  
6 Action and the Settlement, as described in Paragraphs 85 to 88 of this Stipulation of Settlement.

7 3. “Class” means all persons who, from January 1, 2013 to January 31, 2016, used the  
8 Uber smartphone application ("App") or website to obtain service from one of Uber’s Rideshare  
9 Services in the United States or its territories and who have a U.S. Payment Profile. “Uber’s  
10 Rideshare Services” means all transportation services that are arranged through the App or website,  
11 regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack,  
12 UberPool, etc.). “U.S. Payment Profile” means that the payment method associated with the  
13 person's most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the  
14 U.S., or any other payment method (Google Wallet, PayPal, etc.). “Uber” means the companies,  
15 incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the  
16 ride share service commonly known as Uber. Excluded from the Class are (a) all persons who are  
17 employees, directors, and officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court  
18 and Court staff.

19 4. “Class Counsel” means the law firms of Ahdoot & Wolfson, PC; Arias, Sanguinetti,  
20 Stahl & Torrijos, LLP; and Liddle & Dubin, P.C.

21 5. “Class Member(s)” means any member of the Class who does not elect exclusion or  
22 opt out from the Class pursuant to terms and condition for exclusion set out in this Stipulation of  
23 Settlement, Paragraphs 116 to 117 and the Class Notice.

24 6. “Class Notice” shall mean the Long Form Notice and Summary Notice provided to  
25 the Class as provided herein and directed by the Court.

26 7. “Commercial Advertising” means any print advertisements, television or radio  
27 advertisements, online advertisements, in-app advertisements, or any mass e-mails or other written  
28 or electronic communications from Defendants to consumers made for the purpose of influencing

1 consumers to buy Defendants' services. To constitute Commercial Advertising, the advertisement  
2 must be disseminated sufficiently to the relevant purchasing public to constitute advertising or  
3 promotion within Defendants' industry. Commercial Advertising includes advertorials but does not  
4 include statements to the news media.

5 8. "Complaints" shall mean, collectively, the (i) Complaint filed by Matthew Philliben  
6 and Byron McKnight on December 23, 2014 (*Philliben*, Dkt. No. 1); (ii) Complaint filed by Andrea  
7 Pappey on January 6, 2015 (*Mena*, Dkt. No. 1); (iii) First Amended Complaint filed by Julian Mena,  
8 Nate Coolidge, Ernesto Mejia, and Todd Schreiber on April 13, 2015 (*Mena*, Dkt. No. 28); and  
9 (vi) Consolidated Class Action Complaint filed by Plaintiffs on January 7, 2016 (*Philliben*, Dkt. No.  
10 67).

11 9. "Court" means the United States District Court for the Northern District of  
12 California and the Judge assigned to the Action (the Honorable Jon S. Tigar).

13 10. "Defendants" shall mean and include Uber Technologies, Inc., a Delaware  
14 Corporation, and Rasier, LLC, a Delaware Limited Liability Company, collectively.

15 11. "Defense Counsel" means the law firm of Irell & Manella LLP.

16 12. "Effective Date" means the date on which the Final Order and Final Judgment in the  
17 Action become "Final." As used in this Stipulation of Settlement, "Final" means one (1) business  
18 days after all of the following conditions have been satisfied:

19 (a) the Final Order and Final Judgment have been entered; and

20 (b)(i) if reconsideration and/or appellate review is not sought from the Final Order  
21 and Final Judgment, the expiration of the time for the filing or noticing of any  
22 motion for reconsideration, appeal, petition, and/or writ; or

23 (b)(ii) if reconsideration and/or appellate review is sought from the Final Order and  
24 Final Judgment: (A) the date on which the Final Order and Final Judgment  
25 are affirmed and are no longer subject to judicial review, or (B) the date on  
26 which the motion for reconsideration, appeal, petition, or writ is dismissed or  
27 denied and the Final Order and Final Judgment are no longer subject to  
28 judicial review.

1           13.     “Electing Class Members” means those Class Members who submit a valid Payment  
2 Election Form wherein the Class Member has elected to receive the Settlement Share by payment to  
3 the Class Member’s Uber Payment Account.

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

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

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

17           17.     “Non-Electing Class Members” means those Class Members who either did not  
18 submit a valid Payment Election Form or who submitted a valid Payment Election Form where the  
19 Class Member has elected to receive the Settlement Share by payment to the Class Member’s Uber  
20 Rider Account.

21           18.     “Notice Date” means the first date upon which the Class Notice is disseminated.

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

24           20.     “Payment Election Deadline” means the final time and date by which a Payment  
25 Election Form must be received by the Settlement Administrator in order for a Class Member to  
26 timely elect to receive the Settlement Share by payment to the Class Member’s Uber Payment  
27 Account.



1           21.     “Payment Election Form” means the form substantially in the form attached hereto  
2 as Exhibit “C,” which may be modified to meet the requirements of the Settlement Administrator,  
3 pursuant to which Class Members can elect to receive the Settlement Share by payment to the Class  
4 Member’s Uber Payment Account rather than by payment to the Class Member’s Uber Rider  
5 Account.

6           22.     “Payment Election Period” means the time period from the Notice Date through the  
7 Payment Election Deadline, which is the time period that Class Members will have to submit a  
8 Payment Election Form to indicate that the Class Member elects to receive the Settlement Share by  
9 payment to the Class Member’s Uber Payment Account rather than by payment to the Class  
10 Member’s Uber Rider Account. The Payment Election Period shall run for a period of time ordered  
11 by the Court, and last at least sixty (60) days from the Notice Date.

12           23.     “Plaintiffs” means Nate Coolidge, Byron McKnight, Ernesto Mejia, Julian Mena,  
13 Matthew Philliben, and Todd Schreiber.

14           24.     “Preliminary Approval Order” means the order preliminarily approving the  
15 Settlement and proposed Class Notice and notice plan, substantially in the form attached hereto as  
16 Exhibit “D.”

17           25.     “Release” means the release and waiver set forth in Paragraphs 89 to 95 of this  
18 Stipulation of Settlement and in the Final Order and Final Judgment.

19           26.     “Released Claims”

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

1 include, and Plaintiffs and Class Members are not releasing, any action, causes of action, claims,  
2 demands, rights, suits, obligations, restitution, debts, contracts, agreements, promises, liabilities,  
3 damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever,  
4 known or unknown, in law or equity, fixed or contingent, arising out of or relating to personal  
5 injuries.

6 27. "Released Parties" shall include and mean:

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

10 (b) All of Uber Technologies, Inc.'s, Uber USA, LLC's, Rasier-CA, LLC, and  
11 Rasier, LLC's, past, present, and future, parents, subsidiaries and affiliates, joint-ventures, brokers,  
12 distributors, representatives, partners, members, divisions, predecessors, and successors and each of  
13 their respective employees, assigns, attorneys, agents, servants, resellers, officers, shareholders,  
14 administrators, insurers, assigns and directors.

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

18 29. "Settlement" means the settlement embodied in this Stipulation of Settlement,  
19 including all attached Exhibits (which are an integral part of this Stipulation of Settlement and are  
20 incorporated in their entirety by reference).

21 30. "Settlement Administrator" means the qualified third party administrator and agent  
22 agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval  
23 Order to administer the Settlement, including providing the Class Notice. The Parties agree to  
24 recommend that the Court appoint Epiq Systems, Inc. as Settlement Administrator to: (a) design,  
25 consult on, and implement the Class Notice and related requirements of this Stipulation of  
26 Settlement; and (b) implement the Class Notice, the settlement website  
27 ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)), the submission and review of Payment Election Forms, and  
28 related requirements of this Stipulation of Settlement, subject to the Court's approval.

1           31.     “Settlement Administration Protocol” means the protocol attached hereto as  
2 Exhibit “F.”

3           32.     “Settlement Fund” means the Twenty-Eight Million Five Hundred Thousand  
4 Dollars and No Cents (\$28,500,000.00) that Defendants will pay, pursuant to Paragraphs 45 to 46 of  
5 this Stipulation of Settlement, as part of the consideration for the release of all claims as provided in  
6 this Stipulation of Settlement.

7           33.     “Settlement Fund Balance” means the balance remaining in the Settlement Fund  
8 after payment of (a) costs of notice and administration, (b) the service awards to the Plaintiffs as  
9 approved by the Court (“Service Award(s)”), and (c) the Attorneys’ Fees and Expenses.

10          34.     “Settlement Share” means the amount of each Class Member’s share of the  
11 Settlement Fund Balance allocated pursuant to Paragraphs 50 to 53 of this Stipulation of Settlement.

12          35.     “Stipulation of Settlement” means this Stipulation of Settlement and its Exhibits,  
13 attached hereto and incorporated herein, including all subsequent amendments agreed to in writing  
14 by the Parties and any exhibits to such amendments.

15          36.     “Summary Notice” means the summary notice, publication notice, and banner  
16 advertisements of the proposed class action settlement, substantially in the form attached hereto as  
17 Exhibit “G” and Exhibit “H,” respectively.

18          37.     “Uber App” means the Uber application by which riders may request Uber Rideshare  
19 Services.

20          38.     “Uber Payment Account” means the default credit card, debit card, PayPal account,  
21 or other payment method linked to each Class Member’s Uber Rider Account.

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

24          40.     “Uber Rideshare Services” means all transportation services that are arranged  
25 through Defendants’ website or the Uber App, regardless of type of ride or service that is requested  
26 (such as UberX, UberSUV, UberBlack, UberPool, *etc.*).

1                                   **III.     SUBMISSION OF THE SETTLEMENT TO THE COURT**  
2   **FOR REVIEW AND APPROVAL**

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

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

8                   (b)     Finding that the requirements for provisional certification of the Class have  
9     been satisfied, appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel  
10    for the Class, and preliminarily approving the Settlement as being within the range of reasonableness  
11    such that the Class Notice should be provided pursuant to this Stipulation of Settlement;

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

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

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

20                  (f)     Appointing the Settlement Administrator;

21                  (g)     Directing that Class Notice shall be given to the Class as provided in  
22    Paragraphs 78 to 83 of this Stipulation of Settlement;

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

25                  (i)     Providing that any objections by any Class Member to the certification of the  
26    Class and the proposed Settlement contained in this Stipulation of Settlement, and/or the entry of the  
27    Final Order and Final Judgment, shall be heard and any papers submitted in support of said  
28    objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s)

1 specified in the Class Notice and Preliminary Approval Order, such objector submits to the Court a  
2 written objection, and otherwise complies with the requirements in Paragraph 114 of this Stipulation  
3 of Settlement;

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

7 (k) Providing that all Class Members will be bound by the Final Order and Final  
8 Judgment dismissing the Action with prejudice unless such Class Members timely file valid written  
9 requests for exclusion or opt out in accordance with this Stipulation of Settlement and the Class  
10 Notice;

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

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

16 (n) Directing the Parties, pursuant to the terms and conditions of this Stipulation  
17 of Settlement, to take all necessary and appropriate steps to establish the means necessary to  
18 implement the Settlement;

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

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

25 42. Following the entry of the Preliminary Approval Order, Class Notice shall be given  
26 and published in the manner directed and approved by the Court.  
27  
28

1           43.     At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order  
2     and Final Judgment in the form substantially similar to Exhibits “A” and “B,” respectively. The  
3     Final Order and Final Judgment shall, among other things:

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

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

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

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

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

13                  (f)     Issue the injunctive relief described in Paragraph 47 of this Stipulation of  
14    Settlement;

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

16                  (h)     Dismiss the Action with prejudice; and

17                  (i)     Retain jurisdiction relating to the administration, consummation, validity,  
18    enforcement, and interpretation of this Stipulation of Settlement, the Final Order, Final Judgment,  
19    any final order approving Attorneys’ Fees and Expenses and Service Awards, and for any other  
20    necessary purpose.

21           44.     Based upon the Declaration of the Settlement Administrator, attached hereto as  
22    Exhibit “H,” the Parties agree that the notice plan contemplated by this Stipulation of Settlement is  
23    valid and effective, that if effectuated, it would provide reasonable notice to the Class, and that it  
24    represents the best practicable notice under the circumstances.

#### 25                               IV.     THE SETTLEMENT CONSIDERATION

##### 26           A.     Settlement Fund

27           45.     In consideration for the Release contained in this Stipulation of Settlement, and  
28    without admitting liability for any of the alleged acts or omissions, and in the interest of minimizing

1 the costs inherent in any litigation, Defendants, jointly and severally, will pay the total sum of  
2 Twenty-Eight Million Five Hundred Thousand Dollars and No Cents (\$28,500,000.00) to create the  
3 Settlement Fund for the benefit of the Class pursuant to the terms of this Stipulation of Settlement.  
4 The Parties agree that the Settlement Fund and Defendants' payment of Twenty-Eight Million and  
5 Five Hundred Thousand Dollars and No Cents (\$28,500,000.00) is the full extent of Defendants'  
6 cash payment obligation under this Stipulation of Settlement. In no event shall Defendants be liable  
7 for payment of any costs, expenses, or claims beyond their deposit or payment of the Settlement  
8 Fund into the Escrow Account. There will be no reversion to Defendants of the settlement monies  
9 once the Settlement becomes final.

10 46. Defendants' joint and several payment obligation of the Settlement Fund shall be  
11 subject to and proceed as follows:

12 (a) Initial Deposit: Within seven (7) days after the entry of the Preliminary  
13 Approval Order as contemplated by Paragraph 41 herein, Defendants shall pay the sum of Three  
14 Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00) (the "Initial Deposit") to the  
15 Settlement Administrator for the initial notice and administration expenses that will be incurred to  
16 provide notice to the Class. This deadline may be extended by mutual consent of the Parties.

17 (b) Balance Payment: No later than fourteen (14) days after the Effective Date,  
18 Defendants shall pay an amount equal to the Settlement Fund less the sum of the Initial Deposit.  
19 into an escrow bank account (the "Escrow Account"), to be created and administered by the  
20 Settlement Administrator pursuant to the terms of this Stipulation of Settlement. The Escrow  
21 Account shall be held in a Qualified Settlement Fund (defined below) in interest bearing bank  
22 account deposits with commercial banks with excess capital exceeding One Hundred Million Dollars  
23 (\$100,000,000.00), with a rating of "A" or higher by S&P and insured by the FDIC. All funds in the  
24 Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the  
25 jurisdiction of the Court until such time as the funds shall be distributed or returned to the persons  
26 paying the same pursuant to this Settlement and/or further order of the Court. Interest earned on  
27 money in the Escrow Account, less any taxes owed thereon (if any), will be added to the Settlement  
28 Fund for the benefit of the Class.

1 (c) The Parties hereto agree that the Settlement Fund is intended to be a “qualified  
2 settlement fund” (“Qualified Settlement Fund”) within the meaning of Treasury Regulation  
3 § 1.468B-1 and that the Settlement Administrator, within the meaning of Treasury Regulation  
4 § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Gross Settlement Amount and  
5 paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties  
6 hereto agree that the Settlement Fund shall be treated as a “qualified settlement fund” from the  
7 earliest date possible, and agree to any relation-back election required to treat the Settlement Fund as  
8 a “qualified settlement fund” from the earliest date possible. Defense Counsel agree to provide  
9 promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-  
10 3(e). All taxes shall be paid out of the Settlement Fund, shall be paid out of the interest earned on  
11 the Settlement Fund, be considered to be a cost of administration of the Settlement, and be timely  
12 paid by the Settlement Administrator without prior order of the Court, and under no circumstance  
13 shall Defendants have any liability related thereto.

14 **B. Injunctive Relief**

15 47. In consideration for the Release contained in this Stipulation of Settlement, and  
16 without admitting liability for any of the alleged acts or omissions, and in the interest of minimizing  
17 the costs inherent in any litigation, within thirty (30) days after execution of this Stipulation of  
18 Settlement, each of the Defendants will implement the following changes in connection with their  
19 actions and Uber’s Rideshare Service, and thus agree to the following stipulated injunctive relief:

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

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

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

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



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

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

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

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

20 **C. Distribution Costs**

21 In consideration for the Release contained in this Stipulation of Settlement, and without  
22 admitting liability for any of the alleged acts or omissions, and in the interest of minimizing the  
23 costs inherent in any litigation, Defendants, jointly and severally, will pay for the costs associated  
24 with distribution of the Settlement Shares to Class Members’ Uber Rider Account and/or Uber  
25 Payment Account in accordance with and subject to the terms and conditions hereto.

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

27 48. Subject to the terms and conditions of this Stipulation of Settlement, the Settlement  
28 Fund shall be used for the payment of: (a) the costs and expenses paid to the Settlement

1 Administrator that are associated with disseminating the notice to the Class, including, but not  
2 limited to, the Class Notice; (b) the costs and expenses paid to the Settlement Administrator that are  
3 associated with administration and effectuation of the Settlement; (c) the Settlement Share to Class  
4 Members; (d) the distribution of the Residual Funds (the term “Residual Funds” is defined below),  
5 if any, pursuant to this Stipulation of Settlement; (e) the Service Award to the Plaintiffs as approved  
6 by the Court; and (f) the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court.  
7 The Parties must approve any payment of costs or expenses under subsections (a) and (b) of this  
8 paragraph, and such approval shall not be unreasonably withheld. Approval and payment of the  
9 Settlement Share to Class Members under subsection (c) of this paragraph shall be in accordance  
10 with the terms of this Settlement (*e.g.* Paragraphs 50 to 53) and the Settlement Administration  
11 Protocol attached hereto as Exhibit “F.”

12 49. All Class Members are eligible for relief from the Settlement Fund. The Settlement  
13 Fund Balance shall be allocated as Settlement Shares to each Class Member in accordance with  
14 Paragraphs 50 to 53 herein.

15 50. The Settlement Administrator will allocate the Settlement Fund Balance, *per capita*,  
16 to each Class Member. Thus, the monetary amount of the Settlement Share to be provided to each  
17 Class Member shall be calculated by dividing the amount of the Settlement Fund Balance (as  
18 calculated pursuant to Paragraph 51 herein) by the total number of Class Members (as calculated  
19 pursuant to Paragraph 52 herein).

20 51. Within fifteen (15) days after the Effective Date, the Settlement Administrator shall  
21 calculate the Settlement Fund Balance by deducting the following from the Settlement Fund: (i) the  
22 total Settlement Administrator costs and expenses related to this Settlement (as calculated pursuant  
23 to Paragraph 53 herein); (ii) the Service Award to Plaintiffs awarded by the Court; and (iii) the  
24 Attorneys’ Fees and Expenses approved by the Court.

25 52. 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 116 herein, from the total number of individuals who fall within the definition of the  
28 Class, provided by Defendants pursuant to Paragraph 54 herein.

1           53.     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 51 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; (ii) the future  
5 Settlement Administrator costs and expenses estimated to be incurred by the Settlement  
6 Administrator related to this Settlement; and (iii) the estimated costs to be paid to Defendants'  
7 merchant services providers for the payment or attempted payment of the Settlement Share to the  
8 Uber Payment Account of each Electing Class Member, which shall be determined by multiplying  
9 the total number of Electing Class Members by the best available estimate for such costs per  
10 Electing Class Member (currently \$.08 as of execution of this Stipulation).

11           54.     Within twenty (20) days after the Effective Date, the Settlement Administrator shall  
12 provide the Parties with:

- 13                   (a)     the results of all calculations set forth in Paragraphs 50 to 53 herein; and  
14                   (b)     a list of all Class Members in a useable computer format, which will include  
15 the following information for each Class Member: (i) the unique identifier set by Defendants;  
16 (ii) first and last name; (iii) the e-mail address to which the Summary Notice was sent; and  
17 (iv) whether the Class Member submitted a valid Payment Election Form wherein the Class Member  
18 elected to receive the Settlement Share by payment to the Class Member's Uber Payment Account.

19           55.     Distribution to Class Members shall be made by payment to the Class Members'  
20 Uber Payment Account or Uber Rider Account as set forth below. The payment of each Settlement  
21 Share, whether by payment to the Class Members' Uber Payment Account or Uber Rider Account,  
22 shall have the identical legal effect under this Stipulation of Settlement.

23       **A.     Distribution to The Uber Payment Account**

24           56.     Electing Class Members will receive the Settlement Share by payment in amount  
25 equal to the Settlement Share to each of their Uber Payment Accounts ("UPA Payment").

26           57.     Within twenty-five (25) days after the Effective Date, the Settlement Administrator  
27 will wire transfer to Defendants, from the Escrow Account, an amount equal to the total aggregate  
28 Settlement Shares for all Electing Class Members.

1           58.     Within five (5) business days after receipt of the funds specified in the Paragraph 57  
2 herein, Defendants will cause a UPA Payment to be issued to the Uber Payment Account of each  
3 Electing Class Member.

4           59.     In the event the UPA Payment is rejected, for any reason, that Class Member's  
5 Settlement Share will be issued through a payment to the Participating Class Member's Uber Rider  
6 Account pursuant to Paragraphs 63 to 68 herein, and that Class Member will henceforth be  
7 considered to be a Non-Electing Class Member.

8           60.     Within thirty-five (35) days after the Effective Date, Defendants will provide Class  
9 Counsel and the Settlement Administrator an affidavit containing the following information: (i) a  
10 list in a useable computer format of all Electing Class Members (including, the unique identifier set  
11 by Defendants, name and e-mail address) for whom Defendants were able to successfully make the  
12 UPA Payment; (ii) a list in a useable computer format of all Electing Class Members (including, the  
13 unique identifier set by Defendants, name and email address) for whom Defendants' attempt to  
14 make the UPA Payment was rejected; and (iii) the total amount charged by Defendants' merchant  
15 services providers for the payment or attempted payment of the UPA Payments to each Electing  
16 Class Member and payment instructions to such merchant service providers ( the "Uber Payment  
17 Account Report").

18           61.     Within five (5) business days after receipt of the Uber Payment Account Report, the  
19 Settlement Administrator shall pay, from the Escrow Account, to each of the merchant services  
20 providers identified in the Uber Payment Account Report an amount equal to the amount charged  
21 by those providers for processing the payment or attempted payment of the UPA Payments to each  
22 Electing Class Member.

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

24           62.     Non-Electing Class Members will receive the Settlement Share by payment to the  
25 Class Member's Uber Rider Account.

26           63.     Within forty-five (45) days of the Effective Date, Defendants will issue a payment  
27 equal to the Settlement Share to the Uber Rider Account of each Non-Electing Class Member  
28 ("URA Payment"). Defendants agree to process and pay for any and all costs and expenses

1 associated with the effectuation of the URA Payment. The URA Payment will be non-transferable.  
2 The URA Payment will be applied to the first Uber Rideshare Service billed (Defendants will  
3 decrease the total amount charged for the Uber Rideshare Service by the amount of the URA  
4 Payment) to the Non-Electing Class Member's Uber Rider Account after the date the URA Payment  
5 becomes available on the Uber Rider Account of Class Members ("URA Payment Date"). In the  
6 event a Class Member does not utilize the Uber Rideshare Service within three hundred and sixty-  
7 five (365) days from the Effective Date (the "Last Use Date"), the URA Payment will no longer be  
8 available on the Non-Electing Class Member's Uber Rider Account and will not be applied to any  
9 future Uber Rideshare Services, but the URA Payment will instead be distributed as set forth in  
10 Paragraph 64.

11 64. If by the Last Use Date, the URA Payment has not been applied to a Uber Rideshare  
12 Service, then the Defendants shall pay an amount equal to the following amount to that Class  
13 Member's Uber Payment Account: the amount of the URA Payment less the average amount (or  
14 best estimated amount available) charged by Defendants' merchant services providers for the  
15 payment or attempted payment of the URA Payment to that Class Member's Uber Payment  
16 Account ("Net URA Payment"). In the event the payment of Net URA Payment to a Class  
17 Member's Uber Payment Account is rejected, for any reason, then that amount will be considered  
18 Residual Funds as defined in Paragraph 75 herein.

19 65. Every thirty (30) days following the date on which Defendants issue the URA  
20 Payments to the Uber Rider Account of each Non-Electing Class Member, Defendants will provide  
21 Class Counsel and the Settlement Administrator an affidavit containing a list in a useable computer  
22 format identifying all Non-Electing Class Members (including, the unique identifier set by  
23 Defendants, name and e-mail address) whose URA Payment was applied towards Uber Rideshare  
24 Services billed to the Non-Electing Class Member's Uber Rider Account during the prior thirty (30)  
25 day period (the "Monthly Usage Report"). Defendants will provide Class Counsel and the  
26 Settlement Administrator a final Monthly Usage Report (the "Final Monthly Usage Report") no  
27 later than thirty-five (35) days after the Last Use Date.

28 66. Within five (5) days of receipt of the Monthly Usage Report from Defendants, the

1 Settlement Administrator shall: (i) confirm that all persons listed in the Monthly Usage Report is a  
2 Non-Electing Class Member; (ii) confirm that the URA Payment of all Non-Electing Class  
3 Members listed in the Monthly Usage Report was not previously applied towards Uber Rideshare  
4 Services billed to the Non-Electing Class Member's Uber Rider Account; and (iii) calculate the  
5 aggregate total of the URA Payments applied towards Uber Rideshare Services during the prior  
6 thirty (30) day period.

7 67. Within ten (10) days of receipt of the Monthly Usage Report from Defendants, the  
8 Settlement Administrator shall provide the Parties with the following information: (i) a list of  
9 persons, if any, listed in the Monthly Usage Report who are not a Non-Electing Class Member; (ii)  
10 a list of Non-Electing Class Members, if any, listed in the Monthly Usage Report whose Settlement  
11 Share was previously applied towards Uber Rideshare Services billed to the Non-Electing Class  
12 Member's Uber Rider Account; and (iii) the aggregate total of the Settlement Shares applied  
13 towards Uber Rideshare Services during the prior thirty (30) day period. The Parties will meet and  
14 confer, in good faith, to resolve any inconsistencies and discrepancies. No Class Members will  
15 receive the UPA Payment or URA Payment, whether by way of the Uber Rider Account or the Uber  
16 Payment Account, more than once.

17 68. Within fifteen (15) days of receipt of the Monthly Usage Report from Defendants,  
18 the Settlement Administrator will wire transfer to Defendants, from the Escrow Account, an amount  
19 equal to the aggregate total of the Settlement Shares applied towards Uber Rideshare Services  
20 during the prior thirty (30) day period. The Settlement Administrator will deduct the following  
21 amount from the first of such payments to Defendants: an amount equal to the aggregate Settlement  
22 Shares of all Electing Class Members whose UPA Payment to the Uber Payment Account was  
23 rejected, and thus became Non-Electing Class Members as described in Paragraph 59 herein.

24 **C. Final Distribution to Non-Electing Class Members**

25 69. Within ten (15) days after receiving from Defendants the Final Monthly Usage  
26 Report, the Settlement Administrator shall provide the Parties with a list identifying all Non-  
27 Electing Class Members (including, the unique identifier set by Defendants, name and e-mail  
28 address) whose URA Payment to the Uber Rider Account was not applied towards Uber Rideshare

1 Services by the Last Use Date (the “Final Distribution Report”).

2 70. Within five (5) days after sending the Final Distribution Report, the Settlement  
3 Administrator will wire transfer to Defendants, from the Escrow Account, an amount equal to the  
4 total aggregate Net URA Payment of all Non-Electing Class Members identified in the Final  
5 Distribution Report.

6 71. Within ten (10) days after receiving the Final Distribution Report from the  
7 Settlement Administrator, Defendants will cause a payment, in the amount of the Net URA  
8 Payment to be issued to the Uber Payment Account of each Non-Electing Class Member identified  
9 in the Final Distribution Report.

10 72. In the event the Net URA Payment to a Non-Electing Class Member identified in the  
11 Final Distribution Report is rejected, for any reason, Defendants will (within thirty (30) days of  
12 such rejection) pay an amount equal to the aggregate of such rejected Net URA Payments to the  
13 Settlement Administrator to be deposited in the Escrow Account.

14 73. Within twenty (20) days after receiving the Final Distribution Report from the  
15 Settlement Administrator, Defendants will provide Class Counsel and the Settlement Administrator  
16 an affidavit containing the following information: (i) a list in a useable computer format of all Non-  
17 Electing Class Members identified in the Final Distribution Report (including, the unique identifier  
18 set by Defendants, name and e-mail address) for whom Defendants were able to successfully issue  
19 the Net URA Payment to their respective Uber Payment Account; (ii) a list in a useable computer  
20 format of all Non-Electing Class Members identified in the Final Distribution Report (including, the  
21 unique identifier set by Defendants, name and email address) for whom Defendants’ attempt to  
22 issue the Net URA Payment to their Uber Payment Account was rejected; and (iii) the total amount  
23 charged by Defendants’ merchant services providers for the payment or attempted payment of the  
24 Net URA Payment to the Uber Payment Account of each Non-Electing Class Member identified in  
25 the Final Distribution Report.

26 74. Within twenty-five (25) days after receipt of the Final Distribution Report, the  
27 Settlement Administrator shall pay, from the Escrow Account, to each of the merchant services  
28 providers identified in the affidavit referred to in paragraph 73 herein, an amount equal to the

1 amount charged by those providers for processing the payment or attempted payment of the Net  
2 URA Payment.

3 **D. Distribution of the Residual**

4 75. In the event the entire amount of the Settlement Fund Balance is not paid to Class  
5 Members' Uber Payment Accounts or Uber Rider Accounts, including, but not limited to, any funds  
6 remaining of the Settlement Fund Balance after all payments described in this Stipulation of  
7 Settlement have been paid (the "Residual Funds"), the Settlement Administrator shall distribute the  
8 Residual Funds, subject to the Court's approval, to the following non-profit organization: National  
9 Consumer Law Center.

10 76. The Residual Funds will not be returned to Defendants.

11 **VI. NOTICE OF THE SETTLEMENT**

12 77. Defendants shall comply with 28 U.S.C. §1715 ("CAFA"). No later than ten (10)  
13 days after this Agreement is filed with the Court, Defendants shall mail or cause the items specified  
14 in 28 U.S.C. §1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C.  
15 §1715(a). All notification duties imposed by 28 U.S.C. §1715, including the corresponding  
16 expenses, shall be separate and in addition to any other obligation imposed herein. Any and all cost  
17 or expense related to, either directly or indirectly, Defendants' compliance with CAFA shall be paid  
18 separately by Defendants, jointly and severally, in addition to the Settlement Fund and shall not be  
19 deducted from the Settlement Fund.

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

23 79. The Parties shall jointly recommend and retain Epiq Systems, Inc. to be the  
24 Settlement Administrator. Following the Court's preliminary approval of this Stipulation of  
25 Settlement and the Court's appointment of the proposed Settlement Administrator, the Settlement  
26 Administrator shall disseminate the Class Notice as provided for herein and in the Declaration of  
27 the Settlement Administrator, attached hereto as Exhibit "I," as specified in the Preliminary  
28



1 Approval Order and in this Stipulation of Settlement, and in order to comply with all applicable  
2 laws, including, but not limited to, the Due Process Clause of the United States Constitution.

3 80. Dissemination of the Class Notice:

4 (a) *Class Member Information:* No later than ten (10) days after entry of the  
5 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the name,  
6 e-mail address, and a unique identifier to be agreed upon by Defendants and the Settlement  
7 Administrator (collectively, "Class Member Information") of each reasonably identifiable Class  
8 Member that Defendants possess.

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

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

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

27 (d) *Electronic (E-mail) and Publication:* Within eighteen (18) days after the entry  
28 of the Preliminary Approval Order and to be substantially completed not later than forty-five (45)

1 days after entry of the Preliminary Approval Order, and subject to the requirements of this  
2 Stipulation of Settlement and the Preliminary Approval Order, the Parties will coordinate with the  
3 Settlement Administrator to provide notice to the Class as follows:

4 (i) E-mailing the Summary Notice, to all Class Members identified by  
5 Defendants pursuant to Paragraph 80(a) herein and as specified in the Preliminary Approval Order  
6 and as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit “I”;

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

11 (iii) Publishing, on or before the Notice Date, the Long Form Notice on  
12 the settlement website ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)), as specified in the Preliminary Approval  
13 Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as  
14 Exhibit “I”; and

15 (iv) Providing the Internet address, in the Long Form Notice and the  
16 Summary Notice, to the settlement website ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)).

17 81. The Long Form Notice: The Long Form Notice shall be in a form substantially  
18 similar to the document attached to this Stipulation of Settlement as Exhibit “E” and shall comport  
19 to the following:

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

25 (b) Opt-Out Rights: The Long Form Notice shall inform Class Members that they  
26 have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and  
27 procedures for exercising this right.  
28

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

4 (d) Fees and Expenses: The Long Form Notice shall inform Class Members that  
5 fees and expenses related to the Settlement Administrator will be deducted from the Settlement  
6 Fund, the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and  
7 individual Service Awards to Plaintiffs, and shall explain that the fees and expenses awarded to  
8 Class Counsel, and Service Awards to Plaintiffs, in addition to amounts being made available for  
9 relief to Class Members, will be deducted from the Settlement Fund and be paid out of the  
10 Settlement Fund.

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

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

27 83. Reminder Notice:

28 (a) Reminder Notice to Electing Class Members: Three (3) days prior to

1 payment of the Settlement Share to the Electing Class Members' Uber Payment Account, the  
2 Settlement Administrator will email a reminder notice to all Electing Class Members. The reminder  
3 notice shall inform all Electing Class Members: (i) that in order for the Electing Class Member to  
4 receive payment of the Settlement Share via his or her Uber Payment Account, the Electing Class  
5 Member must ensure that the default credit card, debit card, PayPal account, or other payment  
6 method linked to the Electing Class Member's Uber Rider Account is current and accurate; and (ii)  
7 how to update the default credit card, debit card, PayPal account or other payment method linked to  
8 the Electing Class Member's Uber Rider Account.

9 (b) Reminder Notice to Non-Electing Class Members: Three (3) days of prior to  
10 the payment of the Net URA Payment to the Non-Electing Class Members' Uber Payment Account,  
11 the Settlement Administrator will email a reminder notice to all Non-Electing Class Members  
12 identified in the Final Distribution Report. The Reminder Notice shall inform all Non-Electing Class  
13 Members identified in the Final Distribution Report: (i) that because the payment of the URA  
14 Payment was not applied towards Uber Rideshare Services billed to the Non-Electing Class  
15 Member's Uber Rider Account by the Last Use Date, a single attempt to pay the Net URA Payment  
16 to the Non-Electing Class Member's Uber Payment Account will be made; (ii) that in order for the  
17 Non-Electing Class Member to receive payment of the Settlement Share *via* his or her Uber Payment  
18 Account, the Non-Electing Class Member must ensure that the default credit card, debit card, PayPal  
19 account, or other payment method linked to the Non-Electing Class Member's Uber Rider Account  
20 is current and accurate; and (iii) how to update the default credit card, debit card, PayPal account, or  
21 other payment method linked to the Non-Electing Class Member's Uber Rider Account.

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

23 **AWARDS**

24 84. In recognition of the time and effort the representative Plaintiffs expended in  
25 pursuing this action and in fulfilling their obligations and responsibilities as class representatives,  
26 and of the benefits conferred on all Class Members by the Settlement, Class Counsel, may ask the  
27 Court for the payment of an Service Award from the Settlement Fund to each of the representative  
28 Plaintiffs. The Service Award payments as awarded by the Court shall be deducted from the

1 Settlement Fund and paid by the Settlement Administrator from the Escrow Account within  
2 seventeen (17) days after the Effective Date or within three (3) business days after the Court has  
3 entered an order awarding any Service Award to the representative Plaintiffs, whichever is later.

4 85. Class Counsel will make an application to the Court for an award of Attorneys' Fees  
5 and Expenses in the Action incurred up to the submission of the application to the Court prior to the  
6 Fairness Hearing. The amount of the Attorneys' Fees and Expenses will be determined by the  
7 Court, and in no event shall Defendants be obligated to pay any amount in excess of the Settlement  
8 Fund.

9 86. Any Attorneys' Fees and Expenses awarded by the Court shall be deducted from the  
10 Settlement Fund and paid by the Settlement Administrator from the Escrow Account. Such  
11 payment will be in lieu of statutory fees Plaintiffs and/or their attorneys might otherwise have been  
12 entitled to recover from Defendants. This amount shall be inclusive of all fees and costs of Class  
13 Counsel to be paid by Defendants and/or the Settlement Fund in the Action. Plaintiffs and Class  
14 Counsel agree that Defendants shall not pay, or be obligated to pay, in excess of any award of  
15 Attorneys' Fees and Expenses by the Court, and that in no event shall Defendants be obligated to  
16 pay any amount in excess of the Settlement Fund.

17 87. Any Attorneys' Fees and Expenses awarded by the Court shall be paid from the  
18 Settlement Fund within seventeen (17) days after the Effective Date or within three (3) business  
19 days after the Court has entered an order awarding any Attorneys' Fees and Expenses, whichever is  
20 later. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees and  
21 Expenses amongst Class Counsel and any other attorneys for Plaintiffs. Defendants shall have no  
22 liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded,  
23 and, in the event that any dispute arises relating to the allocation of fees, Class Counsel agree to  
24 indemnify and hold Defendants harmless from any and all such liabilities, costs, and expenses of  
25 such dispute.

26 88. The procedure for and the allowance or disallowance by the Court of any application  
27 for attorneys' fees, costs, expenses, or reimbursement to be paid to Class Counsel are not part of the  
28 settlement of the Released Claims as set forth in this Stipulation of Settlement, and are to be

1 considered by the Court separately from the Court's consideration of the fairness, reasonableness,  
2 and adequacy of the settlement of the Released Claims as set forth in this Stipulation of Settlement.  
3 Any such separate order, finding, ruling, holding, or proceeding relating to any such applications for  
4 attorneys' fees and expenses, or any separate appeal from any separate order, finding, ruling,  
5 holding, or proceeding relating to them or reversal or modification of them, shall not operate to  
6 terminate or cancel this Stipulation of Settlement or otherwise affect or delay the finality of the  
7 Final Order and Final Judgment or the Settlement.

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

9 89. ***Release from Plaintiffs and Class Members to Defendants.*** Upon the Effective  
10 Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final  
11 Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released  
12 Claims against the Released Parties.

13 90. With respect to the Released Claims, Class Members expressly waive and relinquish  
14 the provisions, rights and benefits of section 1542 of the California Civil Code and any analogous  
15 law, statute, or rule. Section 1542 states:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
17 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
19 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
20 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
21 WITH THE DEBTOR.

22 Representative Plaintiffs fully understand that the facts in existence at the time this Stipulation of  
23 Settlement is executed and entry of the Preliminary Approval Order may be different from the facts  
24 now believed by representative Plaintiffs to be true and expressly accept and assume the risk of this  
25 possible difference in facts and agree that this Stipulation of Settlement remains effective despite  
26 any difference in facts. In connection with such waiver and relinquishment, representative Plaintiffs  
27 hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims  
28 or facts in addition to or different from those that they now know or believe exist with respect to the  
Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release  
all of the Released Claims known or unknown, suspected or unsuspected, that they have against the

1 Released Parties. In furtherance of such intention, the Release herein given by Plaintiffs and the  
2 Class Members to the Released Parties shall be and remain in effect as a full and complete general  
3 release notwithstanding the discovery or existence of any such additional different claims or facts.  
4 Representative Plaintiffs expressly acknowledge that they have been advised by Class Counsel of  
5 the contents and effect of Section 1542, and with knowledge, each of them hereby expressly waive  
6 whatever benefits they may have had pursuant to such section. Further, Plaintiffs and the Class  
7 Members agree that this waiver is an essential and material term of this release and the Stipulation  
8 of Settlement that underlies it and that without such waiver Defendants would not have accepted or  
9 agreed to the Stipulation of Settlement. Notwithstanding any provision of this paragraph, Plaintiffs  
10 and Class Members are not releasing any claims for personal injuries.

11 91. ***Release from Defendants to Plaintiffs.*** Upon the Effective Date, Defendants, on  
12 behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns,  
13 shall release, forever discharge the Plaintiffs, Class Counsel, and their attorneys from and shall be  
14 forever barred from instituting, maintaining, or prosecuting the Defendants' Released Claims.  
15 "Defendants' Released Claims" means any and all claims, causes of action, cross-claims, counter  
16 claims, liens, demands, actions, causes of action, obligations, damages or liabilities of any nature  
17 whatsoever against Plaintiffs, Class Counsel and their attorneys, known or unknown, whether  
18 arising under any international, federal, state or local statute, ordinance, common law, regulation,  
19 principle of equity or otherwise, that arise out of or relate in any way, to the institution, filing,  
20 prosecution, or settlement of the Action.

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

23 93. The Court shall enter an order retaining jurisdiction over the Parties to this  
24 Stipulation of Settlement with respect to the enforcement and future performance of the terms of  
25 this Stipulation of Settlement. In the event that any applications for relief are made, such  
26 applications shall be made to the Court.

27 94. Upon the Effective Date: (a) this Stipulation of Settlement shall be the exclusive  
28 remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and the

1 Class Members stipulate to be and shall be permanently barred and enjoined by Court order from  
2 initiating, asserting, or prosecuting against the Released Parties in any federal or state court or  
3 tribunal any and all Released Claims.

4 95. Notwithstanding anything to the contrary in this Stipulation of Settlement, nothing in  
5 this Stipulation of Settlement shall release any claims that Defendants or any of the Released Parties  
6 have against their insurers, including, without limitation, under any policy issued to, or on behalf of,  
7 or for the benefit of, Defendants or any of the Released Parties.

8 **IX. ADMINISTRATION OF THE SETTLEMENT**

9 96. Because the names of Class Members and other personal information about them  
10 will be provided to the Settlement Administrator for purposes of providing cash benefits and  
11 processing opt out requests, the Settlement Administrator will execute a confidentiality and non-  
12 disclosure agreement with Defendants and Class Counsel and will ensure that any information  
13 provided to it by Class Members will be secure and used solely for the purpose of effecting this  
14 Settlement.

15 97. In fulfilling its responsibilities in providing Class Notice, the Settlement  
16 Administrator shall be responsible for, without limitation, consulting on and designing the notice to  
17 the Class, including implementing the notice program set forth in the Declaration of the Settlement  
18 Administrator attached as Exhibit “I.” In particular, the Settlement Administrator shall be  
19 responsible for: (a) arranging for the publication of the Summary Notice and dissemination of the  
20 Class Notice as set forth in the Declaration of the Settlement Administrator attached hereto as  
21 Exhibit “I” and pursuant to the requirements of this Stipulation of Settlement; (b) designing and  
22 implementing notice to the Class by various means as set forth in the Declaration of the Settlement  
23 Administrator attached hereto as Exhibit “I” and pursuant to the requirements of this Stipulation of  
24 Settlement; (c) responding to requests from Class Counsel and/or Defense Counsel; and  
25 (d) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement  
26 as set forth in the Declaration of the Settlement Administrator attached hereto as Exhibit “I” and  
27 pursuant to the requirements of this Stipulation of Settlement.  
28



1           98.     The Settlement Administrator also shall be responsible for, without limitation,  
2 dissemination of Class Notice as set forth in the Declaration of the Settlement Administrator  
3 attached hereto as Exhibit "I" and implementing the terms of the payment election process and  
4 related administrative activities that include communications with Class Members concerning the  
5 Settlement, the payment election process, and their options thereunder. In particular, the Settlement  
6 Administrator shall be responsible for: (a) printing, e-mailing, mailing or otherwise arranging for  
7 the mailing of the Class Notice in response to Class Members' requests; (b) making any mailings  
8 required under the terms of this Stipulation of Settlement; (c) establishing a settlement website  
9 ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)) that contains the Payment Election Form; (d) establishing a toll-  
10 free voice response unit with message and interactive voice response (IVR) capabilities to which  
11 Class Members may refer for information about the Action and the Settlement; (e) receiving and  
12 maintaining any Class Member correspondence regarding requests for exclusion to the Settlement;  
13 (f) forwarding inquiries from Class Members to Class Counsel for a response, if warranted;  
14 (g) establishing an e-mail address and post office box for the receipt of Payment Election Forms,  
15 exclusion requests, and any correspondence; (h) reviewing Payment Election Forms according to  
16 the review protocols agreed to by the Parties and set forth in this Stipulation of Settlement and the  
17 Settlement Administration Protocol, attached hereto as Exhibit "F"; and (i) otherwise implementing  
18 and/or assisting with the Payment Election Form review process and the payment of Settlement  
19 Shares to Class Members.

20           99.     The Settlement Administrator shall administer the Settlement in accordance with the  
21 terms of this Stipulation of Settlement (including, but not limited to, the Settlement Administration  
22 Protocol attached as Exhibit "F") and, without limiting the foregoing, shall:

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

27                   (b)     Receive requests for exclusion or opt out requests from Class Members and  
28 provide to Class Counsel and Defense Counsel a copy thereof within three (3) days of receipt. If the

1 Settlement Administrator receives any requests for exclusion or opt out request after the deadline for  
2 the submission of such requests, the Settlement Administrator shall promptly provide Class Counsel  
3 and Defense Counsel with copies thereof; and

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

6 100. The Settlement Administrator shall be reimbursed from the Settlement Fund up to  
7 the amount specified in the Settlement Administration Protocol, attached hereto as Exhibit "F"  
8 toward reasonable costs, fees, and expenses of providing notice to the Class and administering the  
9 Settlement in accordance with this Stipulation of Settlement.

10 101. Each Class Member may submit a Payment Election Form. Class Members must  
11 follow and abide by the instructions set forth in the Payment Election Form. When requested in the  
12 Payment Election Form, the Payment Election Form shall include an attestation, substantially in the  
13 following form: "I declare under penalty of perjury that the information provided above is true and  
14 accurate." Payment Election Forms will be: (a) included on the settlement website  
15 ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)) to be designed and administered by the Settlement Administrator;  
16 and (b) made readily available from the Settlement Administrator, as provided in the Preliminary  
17 Approval Order.

18 102. Payment Election Forms that do not meet the requirements set forth in this  
19 Stipulation of Settlement and in the Payment Election Form instructions shall be rejected. Where a  
20 good faith basis exists, the Settlement Administrator may reject a Class Member's Payment  
21 Election Form for, among other reasons (including those set forth in the Settlement Administration  
22 Protocol, attached hereto as Exhibit "F"), the following:

- 23 (a) Failure to fully complete and/or sign the Payment Election Form;  
24 (b) Illegible Payment Election Form;  
25 (c) The person submitting the Payment Election Form is not a Class Member;  
26 (d) The Payment Election Form is fraudulent;  
27 (e) The Payment Election Form is duplicative of another Payment Election Form;  
28

1 (f) The person submitting the Payment Election Form requests that payment be  
2 made to a person or entity other than the Class Member for whom the Payment Election Form is  
3 submitted;

4 (g) Failure to submit a Payment Election Form by the Payment Election Deadline;  
5 and/or

6 (h) The Payment Election Form otherwise does not meet the requirements of this  
7 Stipulation of Settlement.

8 103. The Settlement Administrator shall determine whether a Payment Election Form  
9 meets the requirements set forth in this Stipulation of Settlement. Each Payment Election Form  
10 shall be submitted to and reviewed by the Settlement Administrator, who shall determine (in  
11 accordance with this Stipulation of Settlement and the Settlement Administration Protocol, attached  
12 hereto as Exhibit "F") the extent, if any, to which the election shall be allowed.

13 104. Payment Election Forms that do not meet the terms and conditions of this Stipulation  
14 of Settlement shall be promptly rejected by the Settlement Administrator. The Settlement  
15 Administrator shall have ten (10) days from the Payment Election Deadline to exercise the right of  
16 rejection. The Settlement Administrator shall notify the Class Member using the contact  
17 information provided in the Payment Election Form of the rejection. Class Counsel and Defense  
18 Counsel shall be provided with copies of all such notifications to Class Members. If any Class  
19 Member whose Payment Election Form has been rejected, in whole or in part, desires to contest  
20 such rejection, the Class Member must, within ten (10) business days from receipt of the rejection,  
21 transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons  
22 indicating the grounds for contesting the rejection, along with any supporting documentation, and  
23 requesting further review by the Settlement Administrator, in consultation with Class Counsel and  
24 Defense Counsel, of the denial of the Payment Election Form. If Class Counsel and Defense  
25 Counsel cannot agree on a resolution of the Class Member's notice contesting the rejection, the  
26 disputed Payment Election Form shall be presented to the Court or a referee appointed by the Court  
27 for summary and non-appealable resolution.  
28

1           105. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs,  
2 Class Counsel, the Class, and/or the Settlement Administrator based on any eligibility  
3 determinations, distributions, or awards made in accordance with this Stipulation of Settlement.  
4 This provision does not affect or limit in any way the right of review by the Court or referee of any  
5 disputed Payment Election Forms as provided in this Stipulation of Settlement.

6           106. Any Class Member who fails to submit a Payment Election Form by the Payment  
7 Election Deadline shall become a Non-Electing Class Member and will receive the Settlement  
8 Share by payment to the Class Member's Uber Rider Account. A Payment Election Form may be  
9 submitted electronically at the settlement website ([www.RideShareSettlement.com](http://www.RideShareSettlement.com)) to be designed  
10 and administered by the Settlement Administrator. The Payment Election Form shall be deemed to  
11 have been submitted when it is actually received by the Settlement Administrator.

12           107. Class Counsel and Defense Counsel shall have the right to inspect the Payment  
13 Election Forms and supporting documentation received by the Settlement Administrator at any time  
14 upon reasonable notice.

15           108. Any Class Member who, in accordance with the terms and conditions of this  
16 Stipulation of Settlement, does not seek exclusion from the Class will be bound together with all  
17 Class Members by all of the terms of this Stipulation of Settlement, including the terms of the Final  
18 Order and Final Judgment to be entered in the Action and the releases provided for herein, and will  
19 be barred from bringing any action in any forum (state or federal) against any of the Released  
20 Parties concerning the Released Claims.

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

26           110. The Settlement Administrator may retain one or more persons to assist in the  
27 completion of its responsibilities.  
28

111. If the Settlement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Stipulation of Settlement, except for the costs and expenses of the Settlement Administrator, which shall be paid out of the Escrow Account, and for which Plaintiffs and/or Class Counsel are not responsible. In the event the Settlement Administrator fails to perform its duties, and/or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Defendants, and/or Defense Counsel, then the party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. No party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, will refer the matter to the Court for resolution.

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

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

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

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

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

4           116. Members of the Class may elect to opt out of the Settlement, relinquishing their  
5 rights to benefits hereunder. Members of the Class who opt out of the Settlement will not release  
6 their claims pursuant to this Stipulation of Settlement. Class Members wishing to opt out of the  
7 Settlement must send to the Settlement Administrator by U.S. mail (to the address provided in the  
8 Class Notice) a letter including (a) their full name; (b) the email address and/or telephone number  
9 associated with their Uber Rider Account; (c) a clear statement communicating that they elect to be  
10 excluded from the Class, do not wish to be a Class Member, and elect to be excluded from any  
11 judgment entered pursuant to the Settlement; (d) the case name and case number (*Philliben et al. v.*  
12 *Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) their signature. Any request for  
13 exclusion or opt out must be postmarked on or before the exclusion or opt out deadline provided in  
14 the Court's Preliminary Approval Order. The date of the postmark on the return-mailing envelope  
15 shall be the exclusive means used to determine whether a request for exclusion has been timely  
16 submitted. Members of the Class who fail to submit a valid and timely request for exclusion on or  
17 before the date specified in the Court's Preliminary Approval Order shall be bound by all terms of  
18 this Stipulation of Settlement and the Final Order and Final Judgment, regardless of whether they  
19 have requested exclusion from the Settlement.

20           117. Any member of the Class who submits a timely request for exclusion or opt out may  
21 not file an objection to the Settlement and shall be deemed to have waived any rights or benefits  
22 under this Stipulation of Settlement.

23           118. The Settlement Administrator shall promptly provide copies of all requests for  
24 exclusion, objections, and/or related correspondence from Class Members to Class Counsel and  
25 Defense Counsel. Not later than three (3) business days after the deadline for submission of  
26 requests for exclusion or opt out, the Settlement Administrator shall provide to Class Counsel and  
27 Defense Counsel a complete opt out list together with copies of the opt out requests.  
28

1           119. On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be  
2 conducted to determine final approval of the Settlement. A motion in support of final approval of  
3 the Settlement shall be filed no later than seven (7) days before the Fairness Hearing. A motion for  
4 Service Awards to the Plaintiffs and an award of Attorneys' Fees and Expenses to Class Counsel  
5 shall be filed no later than fourteen (14) before deadline to object or opt-out of the Settlement.  
6 Upon final approval of the Settlement by the Court at or after the Fairness Hearing, the Parties shall  
7 present the Final Order and Final Judgment, substantially in the form attached to this Stipulation of  
8 Settlement as Exhibits "A" and "B," and a final order approving the Attorneys' Fees and Expenses  
9 and the Service Awards, to the Court for approval and entry.

10       **XI. SCOPE AND EFFECT OF CONDITIONAL CERTIFICATION OF THE CLASS**  
11                               **SOLELY FOR PURPOSES OF SETTLEMENT**

12           120. For purposes of settlement only, the Parties agree to seek provisional certification of  
13 the Class. The Parties further agree that the Court should make preliminary findings and enter the  
14 Preliminary Approval Order (substantially in the form attached at Exhibit "D") granting provisional  
15 certification of the Class subject to final findings and ratification in the Final Order and Final  
16 Judgment, and appointing the representative Plaintiffs as the representatives of the Class and Class  
17 Counsel as counsel for the Class.

18           121. Defendants do not consent to certification of the Class for any purpose other than to  
19 effectuate the Settlement of the Action. Defendants' agreement to conditional certification does not  
20 constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of  
21 the putative class members.

22           122. If this Stipulation of Settlement is terminated pursuant to its terms, disapproved by  
23 any court (including any appellate court), and/or not consummated for any reason, or the Effective  
24 Date for any reason does not occur, the order certifying the Class for purposes of effectuating this  
25 Stipulation of Settlement, and all preliminary and/or final findings regarding that class certification  
26 order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed  
27 as though the Class had never been certified pursuant to this Stipulation of Settlement and such  
28 findings had never been made, and the Action shall return to the procedural status quo in

1 accordance with this paragraph. Class Counsel shall not refer to or invoke the vacated findings  
2 and/or order relating to class settlement in the event this Stipulation of Settlement is not  
3 consummated and the case is later litigated and contested by Defendants.

4 **XII. MODIFICATION OR TERMINATION OF THE SETTLEMENT**

5 123. The terms and provisions of this Stipulation of Settlement may be amended,  
6 modified, or expanded by written agreement of the Parties and approval of the Court; provided,  
7 however that, after entry of the Final Order and Final Judgment, the Parties may by written  
8 agreement effect such amendments, modifications, or expansions of this Stipulation of Settlement  
9 and its implementing documents (including all exhibits hereto) without further notice to the Class or  
10 approval by the Court if such changes are consistent with the Court's Final Order and Final  
11 Judgment and do not materially alter, reduce or limit the rights of Class Members under this  
12 Stipulation of Settlement.

13 124. In the event the terms or conditions of this Stipulation of Settlement, *other than*  
14 terms pertaining to the Attorneys' Fees and Expenses and/or Service Awards, are materially  
15 modified by any court, either party in its sole discretion to be exercised within fourteen (14) days  
16 after such a material modification may declare this Stipulation of Settlement null and void (with the  
17 exception of Paragraphs 96, 99(a), 121, 122, 126, 127, 147 and 149 herein). In the event that a  
18 party exercises his/her/its option to withdraw from and terminate this Stipulation of Settlement, then  
19 the Settlement proposed herein shall become null and void (with the exception of Paragraphs 96,  
20 99(a), 121, 122, 126, 127, 147 and 149 herein) and shall have no force or effect, the Parties shall not  
21 be bound by this Stipulation of Settlement, and the Parties will be returned to their respective  
22 positions existing immediately before the execution of this Stipulation of Settlement.

23 Notwithstanding the foregoing Paragraph 124, in the event this Stipulation of Settlement is not  
24 approved by any court, or the Settlement set forth in this Stipulation of Settlement is declared null  
25 and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and  
26 Class Counsel shall not in any way be responsible or liable for any costs of notice and  
27 administration associated with this Settlement or this Stipulation of Settlement, except that each  
28



1 Party shall bear its own attorneys' fees and costs and Defendants' future payment obligations shall  
2 cease.

3 125. Notwithstanding any other provision of this Stipulation of Settlement, if more than  
4 five percent (5%) of the Class opt out of the Settlement, Defendants, in their sole discretion, may  
5 rescind and revoke the entire Settlement and this Stipulation of Settlement, thereby rendering the  
6 Settlement null and void in its entirety (with the exception of Paragraphs 96, 99(a), 121, 122, 126,  
7 127, 147 and 149 herein), by sending written notice that Defendants revoke the settlement pursuant  
8 to this paragraph to Class Counsel within five (5) business days following the date the Settlement  
9 Administrator informs Defendants of the number of members of the Class who have requested to  
10 opt out of the Settlement pursuant to the provisions set forth above. If Defendants rescind the  
11 Settlement pursuant to this paragraph, they shall have no further obligations to pay the Settlement  
12 Fund and shall be responsible for only the fees and expenses actually incurred by the Settlement  
13 Administrator, which will be paid out of the Escrow Account, and for which Plaintiffs and their  
14 Counsel are not liable.

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

16 126. The Parties expressly acknowledge and agree that this Stipulation of Settlement and  
17 its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations,  
18 information exchanged, and correspondence relating thereto, constitute an offer of compromise and  
19 a compromise within the meaning of Federal Rule of Evidence 408, the mediation privilege, and  
20 any equivalent state law or rule. In no event shall this Stipulation of Settlement, any of its  
21 provisions or any negotiations, statements or court proceedings relating to its provisions in any way  
22 be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the  
23 Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except  
24 that this Stipulation of Settlement is intended to be admissible and subject to disclosure for the  
25 purpose of carrying out the Settlement, in a proceeding to enforce this Stipulation of Settlement or  
26 the rights of the Parties or their counsel, and by Defendants in connection with any claim or action  
27 relating to Defendants' insurance coverage for the Settlement. Without limiting the foregoing,  
28 neither this Stipulation of Settlement nor any related negotiations, statements, or court proceedings

1 shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or  
2 concession of any liability or wrongdoing whatsoever on the part of any person or entity, including,  
3 but not limited to, Defendants, the Released Parties, Plaintiffs, or the Class, or as a waiver by  
4 Defendants, the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or  
5 defenses.

6 127. The provisions contained in this Stipulation of Settlement are not and shall not be  
7 deemed a presumption, concession, or admission by Defendants of any default, liability or  
8 wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or  
9 proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in  
10 evidence or otherwise used by any person in the Action, or in any other action or proceeding,  
11 whether civil, criminal or administrative, except that Defendants may file this Stipulation of  
12 Settlement or the Final Judgment in any action that may be brought against any Released Parties in  
13 order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,  
14 release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or  
15 issue preclusion or similar defense or counterclaim. Defendants expressly deny the allegations in  
16 the Action. Defendants do not admit that they or any of the Released Parties have engaged in any  
17 wrongful activity or that any person has sustained any damage by reason of any of the facts  
18 complained of in the Action. Defendants do not consent to certification of the Class for any  
19 purpose other than to effectuate the Settlement of the Action.

#### 20 **XIV. BEST EFFORTS**

21 128. Class Counsel shall take all necessary actions to accomplish approval of the  
22 Settlement, the Class Notice, and dismissal of the Action. The Parties (including their counsel,  
23 successors, and assigns) agree to cooperate fully and in good faith with one another and to use their  
24 best efforts to effectuate the Settlement, including without limitation in seeking preliminary and  
25 final Court approval of this Stipulation of Settlement and the Settlement embodied herein, carrying  
26 out the terms of this Stipulation of Settlement, and promptly agreeing upon and executing all such  
27 other documentation as may be reasonably required to obtain final approval by the Court of the  
28 Settlement. In the event that the Court fails to approve the Settlement or fails to issue the Final

1 Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this  
2 Stipulation of Settlement and subject to Paragraph 124, to cure any defect identified by the Court.

3 129. Each Party will cooperate with the other party in connection with effectuating the  
4 Settlement or the administration of claims thereunder. Any requests for cooperation shall be  
5 narrowly tailored and reasonably necessary for the requesting Party to recommend the Settlement to  
6 the Court, and to carry out its terms.

7 **XV. MISCELLANEOUS PROVISIONS**

8 130. The Parties agree that the recitals are contractual in nature and form a material part  
9 of this Stipulation of Settlement.

10 131. This Stipulation of Settlement and its accompanying Exhibits set forth the entire  
11 understanding of the Parties. No change to or termination of this Stipulation of Settlement shall be  
12 effective unless in writing and signed by Class Counsel and Defense Counsel. No extrinsic  
13 evidence or parol evidence shall be used to interpret this Stipulation of Settlement.

14 132. Any and all previous agreements and understandings between or among the Parties  
15 regarding the subject matter of this Stipulation of Settlement, whether written or oral, are  
16 superseded and hereby revoked by this Stipulation of Settlement. The Parties expressly agree that  
17 the terms and conditions of this Stipulation of Settlement will control over any other written or oral  
18 agreements.

19 133. This Settlement may not be changed, altered, or modified, except in writing and  
20 signed by the Parties and approved by the Court. This Settlement may not be discharged except by  
21 performance in accordance with its terms or by a writing signed by the Parties.

22 134. All of the Parties warrant and represent that they are agreeing to the terms of this  
23 Stipulation of Settlement based upon the legal advice of their respective attorneys, that they have  
24 been afforded the opportunity to discuss the contents of this Stipulation of Settlement with their  
25 attorneys and that the terms and conditions of this document are fully understood and voluntarily  
26 accepted.

27 135. The waiver by any Party of a breach of any term of this Stipulation of Settlement  
28 shall not operate or be construed as a waiver of any subsequent breach by any party. The failure of

1 a Party to insist upon strict adherence to any provision of this Stipulation of Settlement shall not  
2 constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

3 136. The Parties represent, covenant, and warrant that they have not directly or indirectly,  
4 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or  
5 entity any portion of any claims, causes of action, demands, rights, and liabilities of every nature  
6 and description released under this Settlement.

7 137. This Settlement will be binding upon and will inure to the benefit of the Parties and  
8 their respective heirs, trustees, executors, administrators, successors and assigns.

9 138. The headings in this Stipulation of Settlement are inserted merely for the purpose of  
10 convenience and shall not affect the meaning or interpretation of this document.

11 139. Any exhibits to this Stipulation of Settlement are hereby incorporated and made a  
12 part of this Stipulation of Settlement.

13 140. This Stipulation of Settlement shall be governed and construed in accordance with  
14 the internal laws (as opposed to the conflicts of law provisions) of the State of California.

15 141. All agreements made and orders entered during the course of the litigation of the  
16 Actions relating to the confidentiality of information shall survive this Stipulation of Settlement.

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

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

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

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

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

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

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

16 Upon Class Counsel at:

17 Robert R. Ahdoot  
18 [rahdoot@ahdootwolfson.com](mailto:rahdoot@ahdootwolfson.com)  
19 Tina Wolfson  
20 [twolfson@ahdootwolfson.com](mailto:twolfson@ahdootwolfson.com)  
21 AHDOOT & WOLFSON, PC  
1016 Palm Avenue  
West Hollywood, CA 90069

22 Mike Arias  
23 [mike@asstlawyers.com](mailto:mike@asstlawyers.com)  
24 Alfredo Torrijos  
25 [alfredo@asstlawyers.com](mailto:alfredo@asstlawyers.com)  
26 ARIAS, SANGUINETTI, STAHL & TORRIJOS, LLP  
6701 Center Drive West, 14th Floor  
Los Angeles, CA 90045

27 Upon Defense Counsel at:

28 Andra Barmash Greene  
[agreene@irell.com](mailto:agreene@irell.com)

1 Alvin Matthew Ashley  
2 [mashley@irell.com](mailto:mashley@irell.com)  
3 IRELL & MANELLA, LLP  
4 840 Newport Center Drive, Suite 400  
5 Newport Beach, CA 92660

6 148. The Parties reserve the right, subject to the Court's approval, to agree to any  
7 reasonable extensions of time that might be necessary to carry out any of the provisions of this  
8 Stipulation of Settlement.

9 149. The Court has jurisdiction over the Parties to this Stipulation of Settlement and the  
10 Class.

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

**PLAINTIFFS**

Dated: 2/11/16

  
\_\_\_\_\_  
Nate Coolidge  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Byron McKnight  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ernesto Mejia  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Julian Mena  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Matthew Philliben  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Todd Schreiber  
Plaintiff





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

**PLAINTIFFS**

Dated: \_\_\_\_\_

Nate Coolidge  
Plaintiff

Dated: \_\_\_\_\_

Byron McKnight  
Plaintiff

Dated: \_\_\_\_\_

Ernesto Mejia  
Plaintiff

Dated: \_\_\_\_\_

Julian Mena  
Plaintiff

Dated: \_\_\_\_\_

Matthew Philliben  
Plaintiff

Dated: \_\_\_\_\_

Todd Schreiber  
Plaintiff

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

**PLAINTIFFS**

Dated: \_\_\_\_\_  
Nate Coolidge  
Plaintiff

Dated: \_\_\_\_\_  
Byron McKnight  
Plaintiff

Dated: \_\_\_\_\_  
Ernesto Mejia  
Plaintiff

Dated: \_\_\_\_\_  
  
Julian Mena  
Plaintiff

Dated: \_\_\_\_\_  
Matthew Philliben  
Plaintiff

Dated: \_\_\_\_\_  
Todd Schreiber  
Plaintiff

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 Stipulation of Settlement as of the  
3 date set forth below.

4  
5 **PLAINTIFFS**

6  
7 Dated: \_\_\_\_\_

8 Nate Coolidge  
9 Plaintiff

10 Dated: \_\_\_\_\_

11 Byron McKnight  
12 Plaintiff

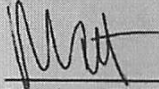
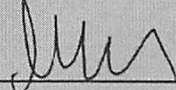
13 Dated: \_\_\_\_\_

14 Ernesto Mejia  
15 Plaintiff

16 Dated: \_\_\_\_\_

17 Julian Mena  
18 Plaintiff

19 Dated: 2-1-16

20    
21 Matthew Philliben  
22 Plaintiff

23 Dated: \_\_\_\_\_

24 Todd Schreiber  
25 Plaintiff

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

**PLAINTIFFS**

Dated: \_\_\_\_\_

Nate Coolidge  
Plaintiff

Dated: \_\_\_\_\_

Byron McKnight  
Plaintiff

Dated: \_\_\_\_\_

**Ernesto Mejia**  
**Plaintiff**

Dated: \_\_\_\_\_

Julian Mena  
Plaintiff

Dated: \_\_\_\_\_

**Matthew Philliben**  
**Plaintiff**

Dated: \_\_\_\_\_

Todd Schreiber  
Plaintiff

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**DEFENDANTS**

Dated: 2/11/2016



Uber Technologies, Inc.

By: Gautam Gupta  
Its: VP, Finance

Dated: 2/11/2016



Rasier, LLC

By: Gautam Gupta  
Its: Manager

**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

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**DEFENDANTS**

Dated: \_\_\_\_\_

Uber Technologies, Inc.

By:  
Its:

Dated: \_\_\_\_\_

Rasier, LLC


By:  
Its:

**CLASS COUNSEL**

Dated: 2/11/2016

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

Dated: 2/11/2016

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

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Dated: 2/11/16



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

**DEFENSE COUNSEL**

Dated: \_\_\_\_\_

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


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Dated: \_\_\_\_\_

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

**DEFENSE COUNSEL**

Dated: Feb 11, 2016

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



**EXHIBIT A**

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

MATTHEW PHILLIBEN, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE,  
ERNESTO MEJIA, and BYRON  
MCKNIGHT, 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 a Stipulation of Settlement, with its attached exhibits, (collectively, the  
3 “Stipulation of Settlement”), signed and filed with this Court on \_\_\_\_\_, 2016, to settle  
4 *Matthew Philliben, et al. vs. Uber Technologies, Inc., et al.*, Case No. 3:14-cv-05615-JST, which was  
5 consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*, Case No. 3:15-cv-00064-JST  
6 (collectively, the “Action”); and

7  
8 The Court having entered an Order dated \_\_\_\_\_, 2016 (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 \_\_\_\_\_, 2016 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 \_\_\_\_\_, 2016 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 Stipulation of Settlement, including all  
25 amendments and exhibits thereto, and definitions included therein, which was signed and filed with  
26 this Court on \_\_\_\_\_, 2016; (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

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

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

3. **Final Class Certification.** The Class preliminarily certified by this Court is hereby finally certified for settlement purposes only under Fed. R. Civ. P. 23(a), (b)(3), and (c)(2), the Court finding that the Class fully satisfies all the applicable requirements of Fed. R. Civ. P. 23 and due process. The Class shall consist of all persons who, from January 1, 2013 to January 31, 2016, used the Uber smartphone application ("App") or website to obtain service from one of Uber's Rideshare Services in the United States or its territories and who have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services that are arranged through the App or website, regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the payment method associated with the person's most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). "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.

4. **Requests for Exclusion.** The Court finds that only those individuals specifically listed in Exhibit A to the Declaration of \_\_\_\_\_ and filed with the Court, and no other member of the Class, have submitted timely and valid requests for exclusion from the Class and are therefore not bound by this Final Order and accompanying Final Judgment.

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

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

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

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

b. constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of this action; (ii) the terms of the Settlement; (iii) their rights under the Settlement; (iv) their right to exclude themselves from the Class and the Settlement; (v) their right to object to any aspect of the Settlement (including, but not limited to, final certification of the Class, the fairness, reasonableness, or adequacy of the Settlement, the adequacy of the Class's 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  
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 Stipulation of Settlement according to its terms and provisions. Class  
19 Counsel shall take all steps necessary and appropriate to provide Class Members with the benefits to  
20 which they are entitled under the terms of the Stipulation of Settlement.

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

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

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

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

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

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

6 14. **Service Award**. The Court hereby awards \$\_\_\_\_\_ to each of the Plaintiffs,  
7 Matthew Philliben, Julian Mena, Todd Schreiber, Nate Coolidge, Ernesto Mejia, And Byron  
8 McKnight, as service awards in their capacities as a representative Plaintiffs in the Action.

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

18 16. **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 Stipulation of Settlement and  
22 of this Final Order and the accompanying Final Judgment, and for any other necessary purpose,  
23 including, without limitation:

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



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

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

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

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



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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**

MATTHEW PHILLIBEN, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE,  
ERNESTO MEJIA, and BYRON  
MCKNIGHT, 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 \_\_\_\_\_, 2016, 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' Stipulation  
4 of Settlement, with exhibits and any amendments thereto (collectively, the "Stipulation of  
5 Settlement"), and definitions included therein, signed and filed with this Court on  
6 \_\_\_\_\_, 2016, 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): All persons who,  
8 from January 1, 2013 to January 31, 2016, used the Uber smartphone application ("App") or website  
9 to obtain service from one of Uber's Rideshare Services in the United States or its territories and who  
10 have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services that are  
11 arranged through the App or website, regardless of type of ride or service that is requested (such as  
12 UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the payment  
13 method associated with the person's most recent U.S. trip (as of January 31, 2016) is a credit card or  
14 debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). "Uber"  
15 means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier,  
16 LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are  
17 (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser, LLC;  
18 and (b) the Court and Court staff.

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

25 3. The Class Notice, the Long Form Notice, the Summary Notice, the website, the toll-  
26 free telephone number, all other notices in the Stipulation of Settlement, the Declaration of the  
27 Settlement Administrator, and the notice methodology implemented pursuant to the Stipulation of  
28 Settlement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice

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

8 4. The claims in *Matthew Philliben, et al. vs. Uber Technologies, Inc., et al.*, Case No.  
9 3:14-cv-05615-JST, which was and consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*,  
10 Case No. 3:15-cv-00064-JST (collectively, the "Action") are dismissed on the merits and with  
11 prejudice according to the terms (including the Release) set forth in the Stipulation of Settlement and  
12 in the Court's Final Order Approving Class Action Settlement, (the "Final Approval Order"), without  
13 costs to any party except as provided in the Final Approval Order.

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

26 6. Pursuant to Paragraphs 7 and 47 of the Stipulation of Settlement, Defendants are hereby  
27 enjoined as follows:  
28

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

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

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

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

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

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

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

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

28 7. Class Counsel and Defendants shall take all steps necessary and appropriate to provide



1 Class Members with the benefits to which they are entitled under the terms of the Stipulation of  
2 Settlement and pursuant to the Orders of the Court.

3 8. Class Counsel shall be awarded \$\_\_\_\_\_ in attorneys' fees  
4 and expenses, which amount is approved as fair and reasonable, pursuant to Fed. R. Civ. P. 23(h) and  
5 is in accordance with the terms of the Stipulation of Settlement.

6 9. Plaintiffs Matthew Philliben, Julian Mena, Todd Schreiber, Nate Coolidge, Ernesto  
7 Mejia, and Byron McKnight shall each be awarded \$\_\_\_\_\_ as a service award in their  
8 capacities as a representative Plaintiffs in the Action.

9 10. The Court will retain continuing jurisdiction over the Action for the reasons and  
10 purposes set forth in this Court's Final Approval Order.

11 11. The objection(s) to the Stipulation of Settlement, the Incentive Award, and Award of  
12 Attorneys' Fees and Costs are without merit and overruled.

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

**EXHIBIT C**

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

## Rideshare Settlement Administration Payment Election Form

**You may quickly and easily file your Payment Election Form online at [www.RideShareSettlement.com](http://www.RideShareSettlement.com).**

If you wish to file by mail, please complete and return this form to the Settlement Administrator with the appropriate postage to the following address:

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

The deadline to submit this form is **Month DD, 2016**.

**STEP 1:** Please provide the following information.

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Email Address used with your Uber account.  
\_\_\_\_\_

Class Member Identification Number as stated on your email notice (optional).  
\_\_\_\_\_

**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 automatically applied to the first Uber Rideshare Service billed to my Uber Rider Account after the payment is made.

Option 2: ☐ I elect to have my Settlement Share paid to my Uber Payment Account, meaning it will show up as a payment on the default credit card, debit card, PayPal account or other payment method on file with Uber.\*

\* Because only one attempt will be made to pay your Settlement Share to your Uber Payment Account, it is your responsibility to make sure that the default credit card, debit card, PayPal account or other payment method associated with your Uber account is current and accurate until the time the payment of the Settlement Share has been issued to your account. You will receive a reminder email to keep your payment information current prior to the actual payment date.

If you do not choose one of the above options, then your Settlement Share will *automatically* be paid to your Uber Rider Account.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Questions? Call 1-877-797-6083 or log-on to [www.RideShareSettlement.com](http://www.RideShareSettlement.com)**

EXHIBIT D

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

MATTHEW PHILLIBEN, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE,  
ERNESTO MEJIA, and BYRON  
MCKNIGHT, 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 *Matthew Philliben, et al. vs.*  
2 *Uber Technologies, Inc., et al.*, Case No. 3:14-cv-05615-JST, pending in the United States District  
3 Court, 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 a Stipulation of Settlement, which is preliminarily  
6 approved as fair, reasonable, and adequate, and in which the Parties have agreed to settle the Action  
7 pursuant to the terms and conditions of the 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 a number of months  
24 and three separate, in-person mediation sessions with a respected mediator, the Honorable Carl J.  
25 West (Ret.) of JAMS. Following the third in-person mediation, the Parties continued to engage in  
26 extensive settlement discussion through the mediator, and amongst each other, until a settlement in  
27 principle was reached. Before and during these settlement discussions and mediations, Defendants  
28 provided voluminous documents and information to the Plaintiffs. This arms’ length exchange

1 provided Plaintiffs and their counsel with sufficient information to evaluate the claims and potential  
2 defenses and to meaningfully conduct informed settlement discussions;

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

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

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

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

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

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

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



1 that this action may not be certified as a class action, other than for settlement purposes.

2 4. Class Definition. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this  
3 Court hereby finally certifies for settlement purposes only, a Class consisting of all persons who,  
4 from January 1, 2013 to January 31, 2016, used the Uber smartphone application ("App") or website  
5 to obtain service from one of Uber's Rideshare Services in the United States or its territories and  
6 who have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services  
7 that are arranged through the App or website, regardless of type of ride or service that is requested  
8 (such as UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the  
9 payment method associated with the person's most recent U.S. trip (as of January 31, 2016) is a  
10 credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal,  
11 etc.). "Uber" means the companies, incorporated in the State of Delaware as Uber Technologies,  
12 Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber. Excluded from  
13 the Class are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc.  
14 and Raiser, LLC; and (b) the Court and Court staff.

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

23 6. Preliminary Settlement Approval. Upon preliminary review, the Court finds that the  
24 Stipulation of Settlement and the settlement it incorporates, appears fair, reasonable and adequate.  
25 *See generally* Fed. R. Civ. P. 23; *Manual for Complex Litigation* (Fourth) § 21.632 (2004).  
26 Accordingly, the Stipulation of Settlement is preliminarily approved and is sufficient to warrant  
27 sending notice to the Class.  
28

1           7.     Jurisdiction. The Court has subject-matter jurisdiction over the Action pursuant to  
2 28 U.S.C. §§ 1332 and 1367, and personal jurisdiction over the Parties before it. Additionally,  
3 venue is proper in this District pursuant to 28 U.S.C. § 1391.

4           8.     Fairness Hearing. A Fairness Hearing shall be held before this Court on  
5 \_\_\_\_\_, 2016 at 2:00 p.m. at the United States District Court for the Northern  
6 District of California, 450 Golden Gate Avenue, San Francisco, California 94102, Courtroom 9 –  
7 19<sup>th</sup> Floor, to determine whether the settlement of the Action pursuant to the terms and conditions of  
8 the Stipulation of Settlement should be approved as fair, reasonable and adequate, and finally  
9 approved pursuant to Fed. R. Civ. P. 23(e). The Court will rule on Class Counsel’s application for  
10 an award of attorneys’ fees, costs, and expenses and incentive awards for Plaintiffs (the “Fee  
11 Application”) at that time. Papers in support of final approval of the Stipulation of Settlement and  
12 the Fee Application shall be filed with the Court according to the schedule set forth in Paragraph 14  
13 below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court  
14 without further notice to the Class. After the Fairness Hearing, the Court may enter a Final Order  
15 and Final Judgment in accordance with the Stipulation of Settlement that will adjudicate the rights  
16 of the Class Members (as defined in the Stipulation of Settlement) with respect to the claims being  
17 settled.

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

22           Objections to the Stipulation of Settlement or the Fee Application shall be filed with the  
23 Court, as set forth in the Stipulation of Settlement, on or before ninety (90) calendar days after the  
24 issuance of this Preliminary Approval Order (“Objection Deadline”), and papers in response to  
25 objections to the Stipulation of Settlement or the Fee Application shall be filed with the Court on or  
26 before seven (7) calendar days prior to the date of the Fairness Hearing.

27           9.     Administration. In consultation with and with the approval of Defendants, Class  
28 Counsel is hereby authorized to administer the proposed settlement and implement the notice and

1 payment election process, in accordance with the terms of the Stipulation of Settlement.

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

8             (a)     Notice Date. Within eighteen (18) calendar days after the entry of this Order,  
9 and to be substantially completed not later than forty-five (45) calendar days after the entry of this  
10 Order, the Settlement Administrator shall provide notice to the Class pursuant to the terms of the  
11 Stipulation of Settlement, in accordance with the notice program set forth in the Declaration of the  
12 Settlement Administrator (attached as Exhibit “I” to the Stipulation of Settlement). The Parties  
13 shall coordinate with the Settlement Administrator to provide notice to the Class pursuant to terms  
14 therein.

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

18             (c)     The Court finds that the form, content and method of disseminating notice:  
19 (i) complies with Rule 23(c)(2) of the Federal Rules of Civil Procedure as it is the best practicable  
20 notice under the circumstances, given the contact information that Defendants maintain, and is  
21 reasonably calculated, under all the circumstances, to apprise the members of the Class of the  
22 pendency of this Action, the terms of the Settlement, and their right to object to the Settlement or  
23 exclude themselves from the Class; (ii) complies with Rule 23(e) as it is reasonably calculated,  
24 under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of  
25 the Settlement, and their rights under the Settlement, including, but not limited to, their right to  
26 object to or exclude themselves from the Settlement and other rights under the terms of the  
27 Stipulation of Settlement; (iii) constitute due, adequate, and sufficient notice to all Class Members  
28 and other persons entitled to receive notice; and (iv) meets all applicable requirements of law,

1 including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due Process  
2 Clause(s) of the United States Constitution. The Court further finds that all of the notices are  
3 written in simple terminology, are readily understandable by Class Members, and comply with the  
4 Federal Judicial Center's illustrative class action notices.

5 11. Deadline to Submit Payment Election Forms. Class Members will have until ninety  
6 (90) days after the issuance of this Preliminary Approval Order to submit their Payment Election  
7 Forms ("Payment Election Deadline"), which is due, adequate, and sufficient time.

8 12. Exclusion from Class. Any Class Member who wishes to be excluded from the  
9 Class may elect to opt out of the Settlement, relinquishing their rights to benefits hereunder.  
10 Members of the Class who opt out of the Settlement will not release their claims pursuant to the  
11 Stipulation of Settlement. Class Members wishing to opt out of the Settlement must send to the  
12 Settlement Administrator by U.S. mail (to the address provided in the Class Notice) a letter  
13 including (a) their full name; (b) the email address and/or telephone number associated with their  
14 Uber Rider Account; (c) a clear statement communicating that they elect to be excluded from the  
15 Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered  
16 pursuant to the Settlement; (d) the case name and case number (*Philliben et al. v. Uber*  
17 *Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) their signature. The date of the postmark  
18 on the return-mailing envelope shall be the exclusive means used to determine whether a request for  
19 exclusion has been timely submitted. Any request for exclusion or opt out must be postmarked on  
20 or before ninety (90) days from the issuance of this Preliminary Approval Order.

21 The Settlement Administrator shall forward copies of any written requests for exclusion to  
22 Class Counsel and Defense Counsel. The Settlement Administrator shall file a list reflecting all  
23 timely requests for exclusion with the Court no later than fourteen (14) days before the Fairness  
24 Hearing. If the proposed Settlement is finally approved, any potential Class Member who has not  
25 submitted a timely written request for exclusion from the Class on or before the Opt-Out Deadline,  
26 shall be bound by all terms of the Stipulation of Settlement and the Final Order and Final Judgment,  
27 even if the potential Class Member previously initiated or subsequently initiates any litigation  
28 against any or all of the Released Parties relating to Released Claims. All persons or entities who

properly exclude themselves from the Class shall not be Class Members and shall relinquish their rights or benefits under the Stipulation of Settlement, should it be approved, and may not file an objection to the Settlement.

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

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

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

(a) Within eighteen (18) calendar days after the entry of this Order, and to be substantially completed not later than forty-five (45) calendar days after entry of this Order, the Settlement Administrator shall provide notice to the Class pursuant to the terms of the Stipulation of Settlement

(b) Class Counsel shall file their Fee Application on or before fourteen (14) calendar days prior to the Objection Deadline;

(c) Class Members who desire to be excluded shall submit requests for exclusion postmarked no later than ninety (90) calendar days following the issuance of this Preliminary Approval Order;

(d) All written objections to the Stipulation of Settlement shall be filed with the

1 Court, as set forth above, no later than ninety (90) calendar days after the issuance of this  
2 Preliminary Approval Order;

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

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

11 (g) The Fairness Hearing shall be held on \_\_\_\_\_, 2016 at 2:00  
12 p.m.

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

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

22 (a) All orders and findings entered in connection with the Stipulation of  
23 Settlement shall become null and void and have no force and effect whatsoever, shall not be used or  
24 referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any  
25 other proceeding;

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

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

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

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

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

19 17. Class Counsel and Defense Counsel are hereby authorized to use all reasonable  
20 procedures in connection with approval and administration of the Settlement that are not materially  
21 inconsistent with this Order or the Stipulation of Settlement, including making, without further  
22 approval of the Court, minor changes to the form or content of the Long Form Notice, Summary  
23 Notice, and other exhibits that they jointly agree are reasonable or necessary.

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

28 19. Extension of Deadlines. Upon application of the Parties and good cause shown, the

1 deadlines set forth in this Order may be extended by order of the Court, without further notice to the  
2 Class. Class Members must check the settlement website ([www.RideShareSettlement.com](http://www.RideShareSettlement.com))  
3 regularly for updates and further details regarding extensions of these deadlines.

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

7 IT IS SO ORDERED

8 DATED: \_\_\_\_\_

9 \_\_\_\_\_  
10 The Honorable Jon S. Tigar  
11 UNITED STATES DISTRICT JUDGE  
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**EXHIBIT E**

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If you used Uber in the U.S., 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 \$28,500,000 Settlement Fund to be paid to eligible users of Uber, called “Class Members” (described in Section 5 below).
- There are two 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. Option 2 (the “Uber Payment Account” option) will result in payment to the default method of payment associated with your Uber account. For Option 2, you must submit a valid Payment Election Form by **Month xx, 2016**.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	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.
<b>SUBMIT A PAYMENT ELECTION FORM</b>	Submit a Payment Election Form by <b>Month xx, 2016</b> , requesting that payment be made to your Uber Payment Account. Give up any rights you might have to sue Uber about the claims resolved by the Settlement.
<b>EXCLUDE YOURSELF</b>	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 <b>Month xx, 2016</b> .
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. You must submit or file your objection by <b>Month xx, 2016</b> .
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement, at a hearing scheduled for <b>Month xx, 2016</b> .

- 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](http://WWW.RIDESHARESETTLEMENT.COM)**

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**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://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 *Philliben 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](http://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, Matthew Philliben, 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](http://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 smartphone application ("App") or website to obtain service from one of Uber's Rideshare Services in the United States or its territories and who have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services that are arranged through the App or website, regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the payment method associated with the person's most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). "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.

### 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](http://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 \$28,500,000 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 Uber Payment Account 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.

### 8. What else does the Settlement provide?

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

**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://WWW.RIDESHARESETTLEMENT.COM)**



- (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 (see Question 10 on how your Settlement Share is calculated). You have two 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. 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 the default credit card, debit card, PayPal account or other payment method associated with your Uber account.
- Option 2 (the "Uber Payment Account" option). Your Settlement Share will be paid to your Uber Payment Account. Your Uber Payment Account refers to your default payment method (credit card, debit card, PayPal account, etc.) linked to your Uber account.

If you would like to receive your Settlement Share by a payment to your Uber Payment Account, 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, 2016**.

If you do not submit a timely Payment Election Form indicating that you wish to receive your Settlement Share by a payment to your Uber Payment Account, your Settlement Share will automatically be paid to your Uber Rider Account, and applied to your next Uber ride that takes place

**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://WWW.RIDESHARESETTLEMENT.COM)**



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 the default credit card, debit card, PayPal account or other payment method associated with your Uber Account. In this event, if your default method of payment is not current, 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 \$28,500,000 Settlement Fund *after* deducting the costs of and expenses related to notice and administration of the Settlement (capped at \$800,000 for payments to the Settlement Administrator, plus other costs like issuing payments to the Uber Payment Accounts of those Class Members who elect that option), 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 evenly allocated across all Class Members who have not opted-out of the Settlement.

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 number of Class Members who elect to receive their Settlement Share as a payment to their Uber Payment Account; (iii) the ultimate costs of providing notice and administering the Settlement (including the costs of issuing payment to the Uber Payment Account for those Class Members who elect that option); and (iv) the amount of the Service Award to the Class Representatives as approved by the Court; and (v) the amount of the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court.

The estimated amount of your Settlement Share is approximately \$.82.

#### 11. How do I file a Payment Election Form?

You may file a Payment Election Form online at the Settlement website, [www.RideShareSettlement.com](http://www.RideShareSettlement.com). The deadline to file an online Payment Election Form is **11:59 p.m. PST on Month Day, 2016**. You may also download a Payment Election Form from the website and submit it by mail, postmarked by **Month Day, 2016**.

Class Members who file a valid Payment Election Form electing payment to their Uber Payment Account before the deadline will receive their Settlement Share as a payment to the default credit card, debit card, PayPal account or other payment method associated with their Uber account. 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 Uber Payment Account, it is your responsibility to make sure that the default credit card, debit card, PayPal account or other payment method associated with your Uber account is current and accurate until the time the payment of the Settlement Share has been issued to your account. You will receive a reminder email prior to any payment to your Uber Payment Account.

**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://WWW.RIDESHARESETTLEMENT.COM)**



#### 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 billed to the Class Member's Uber Rider Account after the payment is made. 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 when 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.

Payments to Class Members (either to your Uber Rider Account or your Uber Payment Account) 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 26, 89 and 90 of the Settlement Agreement.

The Settlement Agreement is available at [www.RideShareSettlement.com](http://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

**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://WWW.RIDESHARESETTLEMENT.COM)**



be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; (d) the case name and case number (*Philliben 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, 2016** 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, 2016**.

**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  
AHDoot & 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

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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 (*Philliben 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, 2016**.

### **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, 2016 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 (19<sup>th</sup> 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](http://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

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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 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 Uber Payment Account. 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](http://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, 1-877-797-6083, or e-mail [xxxxxxx@ridesharesettlement.com](mailto:xxxxxxx@ridesharesettlement.com).

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

**QUESTIONS? CALL 1-877-797-6083 OR VISIT [WWW.RIDESHARESETTLEMENT.COM](http://WWW.RIDESHARESETTLEMENT.COM)**

**EXHIBIT F**

### **Settlement Administration Protocol**

This Settlement Administration Protocol (the “Protocol”) is a part of the 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 Stipulation of Settlement and otherwise implement the terms of the payment election process in the Stipulation of Settlement. All capitalized terms used in this Protocol shall have the same meaning given them in the Stipulation of Settlement. To the extent there is any conflict between the Stipulation of Settlement and this Protocol, the 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 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 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 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 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 Stipulation of Settlement, shall be available as part of the Class Notice, on the Internet website at [www.RideShareSettlement.com](http://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](http://www.RideShareSettlement.com).
- (e) The Settlement Administrator shall establish and maintain an Internet website, [www.RideShareSettlement.com](http://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, 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 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 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 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 Stipulation of Settlement.
- (c) The Settlement Administrator shall determine whether a Payment Election Form meets the requirements set forth in the 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 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 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 Uber Payment Account.



- (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 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 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 Stipulation of Settlement.
- (b) As specified in the 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 or Uber Payment Account.
- (c) As set forth in the 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 Uber Payment Account.

**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

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Legal Notice

**If you used Uber in the U.S., 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 \$28,500,000 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 Uber Payment Account or excluding themselves from or objecting to the Settlement. This notice is only a summary. Go to [www.RideShareSettlement.com](http://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 smartphone application ("App") or website to obtain service from one of Uber's Rideshare Services in the United States or its territories and who have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services that are arranged through the App or website, regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the payment method associated with the person's most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). "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.

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 Class Member Identification 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. You have two 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. 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 the default credit card, debit card, PayPal account or other payment method associated with your Uber account.
- Option 2 (the “Uber Payment Account” option). Your Settlement Share will be paid to the default credit card, debit card, PayPal account or other payment method associated with your Uber account.

If you prefer Option 2, you will need to submit a Payment Election Form by **11:59 p.m. PST on Month Day, 2016**. If you do not submit a timely Payment Election Form indicating that you wish to receive your Settlement Share by a payment to your Uber Payment Account, your Settlement Share will *automatically* be paid to your Uber Rider Account. You can file your Payment Election Form online at the Settlement website. Use your Class Member Identification Number provided above to file your Form.

It is estimated that the average Settlement Share will be approximately \$.82.

Payments to Class Members (either to your Uber Rider Account or your Uber Payment Account) 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, 2016**, 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, 2016**. 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 *Philliben et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, on **Month Day, 2016**, 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](http://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](http://www.RideShareSettlement.com).

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

**EXHIBIT H**

## **If you used Uber in the U.S., 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 \$28,500,000 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 to their Uber Rider Account, submitting a Payment Election Form requesting payment to their Uber Payment Account or excluding themselves from or objecting to the Settlement. This notice is only a summary. Go to [www.RideShareSettlement.com](http://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 smartphone application (“App”) or website to obtain service from one of Uber’s Rideshare Services in the United States or its territories and who have a U.S. Payment Profile. “Uber’s Rideshare Services” means all transportation services that are arranged through the App or website, regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack, UberPool, etc.). “U.S. Payment Profile” means that the payment method associated with the person’s most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). “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.

### **What could I get from the Settlement?**

If you are a Class Member and if the Settlement is approved by the Court and you do not exclude yourself from the Settlement, you will *automatically* receive a Settlement Share. Class Members have two options as to how a Settlement Share will be paid to them:

- Option 1 (the “Uber Rider Account” option). A Settlement Share will be paid to an Uber Rider Account, which will then be applied towards the Class Member’s next Uber ride. If a Class Member does not use the payment to their Uber Rider Account



## Print Publication Notice

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 the default credit card, debit card, PayPal account or other payment method associated with their Uber account.

- Option 2 (the “Uber Payment Account” option). A Settlement Share will be paid to the default credit card, debit card, PayPal account or other payment method associated with the Class Member’s Uber account.

If a Class Member prefers Option 2, a Payment Election Form must be submitted by **11:59 p.m. PST on Month Day, 2016**. If a Class Member does not submit a timely Payment Election Form indicating that he or she wishes to receive their Settlement Share by a payment to their Uber Payment Account, that Settlement Share will *automatically* be paid to the Class Member’s Uber Rider Account. A Payment Election Form can be filed online at the Settlement website. It is estimated that the average Settlement Share will be approximately \$.82. Payments to Class Members (either to an Uber Rider Account or an Uber Payment Account) 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, 2016**, 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 are a Class Member and stay in the Class, you may object to any part of the Settlement by filing an objection by **Month Day, 2016**. 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 *Philliben et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, on **Month Day, 2016**, 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. 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. The Detailed Notice explains how to request to appear and speak at the hearing.

### **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](http://www.RideShareSettlement.com).

*Philliben et al. v. Uber Technologies, Inc. et al.*  
**Uber - Banner Advertisement**

**Online Display –**

Frame 1: Visible for 7 seconds.

<b>If you used Uber in the U.S., you may be entitled to a payment from a class action settlement.</b>		
<b>Legal Notice</b>	<a href="http://www.XXXXXXXXXXXXXXXXXX.com">www.XXXXXXXXXXXXXXXXXX.com</a>	<b>Legal Notice</b>

Frame 2: Visible for 3 seconds.

<b>Click here for more information.</b>		
<b>Legal Notice</b>	<a href="http://www.XXXXXXXXXXXXXXXXXX.com">www.XXXXXXXXXXXXXXXXXX.com</a>	<b>Legal Notice</b>

# EXHIBIT I

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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

MATTHEW PHILLIBEN, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE,  
ERNESTO MEJIA, and BYRON MCKNIGHT,  
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 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 Settlement<sup>1</sup> in this Action pursuant to terms and  
13 conditions set forth in the 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  
21 by courts to design and provide notice in many large and complex cases, including: *In Re: Checking*  
22 *Account Overdraft Litigation*, MDL No. 09-md-2036 (S.D. Fla.) (multiple bank settlements in 2010-  
23 2015 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  
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26 <sup>1</sup> Unless otherwise defined, all capitalized terms herein shall have the same meaning as set forth in  
27 Section II (entitled “Definitions”) of the Stipulation of Settlement, to which this Declaration is an  
28 exhibit, filed in *Philliben et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST.

1 with email and postcard notice to over 6.9 million class members and publication notice in *Parade*  
2 *Magazine* and other consumer publications); *In re Payment Card Interchange Fee and Merchant*  
3 *Discount Antitrust Litigation*, MDL No. 05-md-1720 (E.D.N.Y) (over 19.8 million direct mail notices,  
4 insertions in over 1,500 newspapers, consumer magazines, national business publications, trade &  
5 specialty publications, and language & ethnic targeted publications, banner notices generating more  
6 than 770 million adult impressions); and *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the*  
7 *Gulf of Mexico on April 20, 2010*, MDL No. 10-md-2179 (E.D. La.) (notice efforts include over 5,400  
8 insertions in 2,000+ publications, over 10,000 local television and radio spots, local and national banner  
9 ads, notices in English, 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  
14 Edward 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*  
18 *of Federal Rule of Civil Procedure 23(e) and due process. Class members*  
19 *received direct notice by email, and additional notice was given by publication in*  
20 *numerous widely circulated publications as well as in numerous targeted*  
21 *publications. These were the best practicable means of informing class members*  
22 *of their rights and of the settlement's terms.*

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

25 *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice*  
26 *consultant, to design and carry out the notice plan. The form and content of the*  
27 *notices provided to the class were direct, understandable, and consistent with the*  
28 *"plain language" principles advanced by the Federal Judicial Center. The notice*  
*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).*

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

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

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

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

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

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

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the 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  
6 Oregon State Bar, receiving my Bachelor of Science from Willamette University and my Juris Doctor  
7 from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal  
8 Notice for Hilsoft Notifications since 2008 and have overseen the detailed planning of virtually all of  
9 our court-approved notice programs since that time. Prior to assuming my current role with Hilsoft  
10 Notifications, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington  
11 Legal Advertising). Overall, I have over fifteen years of experience in the design and implementation of  
12 legal 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 *Philliben et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST, including how  
20 the Notice Plan was developed and why it will be effective. We developed the Notice Plan and Notices  
21 based on our extensive prior experience and research into the notice issues in this case. We have  
22 analyzed the 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."<sup>2</sup> The proposed  
26 notice effort here satisfies this direction. Because of the nature of the Defendants' business, up-to-date

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27  
28 <sup>2</sup> FRCP 23(c)(2)(B).



1 email addresses are available for 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 reach<sup>3</sup> of the media  
7 portion of this Notice Plan. These include GfK Mediamark Research & Intelligence, LLC (“MRI”)  
8 data<sup>4</sup> and comScore, Inc.<sup>5</sup> These tools, along with demographic breakdowns indicating how many  
9 people use each media vehicle, as well as computer software that take the underlying data and factor out  
10 the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated)  
11 reach of a particular media schedule. We combine the results of this analysis to help determine notice  
12 plan 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  
15 independent, time-tested data and tools, including net reach and de-duplication analysis methodologies,  
16 to guide the billions of dollars of advertising placements that we see today, providing assurance that  
17 these figures are not overstated. These analyses and similar planning tools have become standard  
18 analytical tools for evaluations of notice programs, and have been regularly accepted by courts.

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

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

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

13. In fact, advertising and media planning firms around the world have long relied on audience data and techniques which have been relied on since 1914; 90-100% of media directors use reach and frequency planning;<sup>6</sup> all of the leading advertising and communications textbooks cite the need to use reach and frequency planning.<sup>7</sup> Ninety of the top one hundred media firms use MRI data and at least 15,000 media professionals in 85 different countries use media planning software.<sup>8</sup>

#### **NOTICE PLAN DETAIL**

14. Class Notice will be disseminated pursuant to the plan and details set forth below and referred to as the "Notice Plan." The proposed Notice Plan is designed to reach the greatest practicable number of Class Members ensuring that they will be exposed to the Notice, to see, review, and understand it. As detailed below, in my opinion, the Notice Plan represents the best notice practicable.

15. The Stipulation of Settlement defines the Class as all persons who, from January 1, 2013 to January 31, 2016, used the Uber smartphone application ("App") or website to obtain service from one of Uber's Rideshare Services in the United States or its territories and who have a U.S. Payment Profile. "Uber's Rideshare Services" means all transportation services that are arranged through the App or website, regardless of type of ride or service that is requested (such as UberX, UberSUV, UberBlack, UberPool, etc.). "U.S. Payment Profile" means that the payment method associated with the person's most recent U.S. trip (as of January 31, 2016) is a credit card or debit card issued in the U.S., or any other payment method (Google Wallet, PayPal, etc.). "Uber" means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service

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<sup>6</sup> See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

<sup>7</sup> Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, *ADVERTISING MEDIA PLANNING*, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, *STRATEGIC MEDIA PLANNING* 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, *ADVERTISING MEDIA* 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, *ADVERTISING MEDIA PLANNING* 93-122 (4th ed. 1993); JIM SURMANEK, *INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING* 106-187 (1993).

<sup>8</sup> For example, Telmar is the world's leading supplier of media planning software and support services. Over 15,000 media professionals in 85 countries use Telmar systems for media and marketing planning tools including reach and frequency planning functions. Established in 1968, Telmar was the first company to provide media planning systems on a syndicated basis.

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.

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

#### ***Individual Notice***

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

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

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

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

#### 10 ***Local Newspaper Insertions and Online Banner Notice***

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

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

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

#### 24 ***Sponsored Search Listings***

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

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

3 ***Case Website***

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

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

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

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

25 **PERFORMANCE OF THE NOTICE PLAN**

26 **Reach**

27 27. The Notice Place will reach at least 80% of the individuals who fall within the definition  
28 of the Class. Using standard advertising media industry methodologies to calculate the overlap inherent

1 in exposures to the individual email, print publication and banner notice efforts we arrive at a combined,  
2 estimated measurable reach of at least 80% of the Class. Reach will be enhanced further by additional  
3 banner ads, if necessary, sponsored search listings, earned media, and the case website.

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

#### 10 **PLAIN LANGUAGE NOTICE DESIGN**

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

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

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<sup>9</sup> Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain*  
28 *Language Guide* (2010), p. 3.

1           31. I have been involved in the drafting of the Notices. All forms of Notice are noticeable,  
2 clear, concise, and in plain, easily understood language. The Notices effectively communication  
3 information about the Settlement.

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

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

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

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

25           36. The Email Notice will contain an embedded link to the settlement website where the  
26 Long Form Notice and other Settlement information can be accessed. The Email Notice will be  
27 provided using an embedded HTML text format. This format will provide text that is easy to read  
28

1 without graphics, tables, images and other elements that would increase the likelihood that the message  
2 is blocked by Internet Service Providers (ISPs) and/or SPAM filters.

3 **COST OF NOTICE AND ADMINISTRATION**

4 37. Hilsoft and ECA estimate that the total costs of the Notice Plan and administrative tasks  
5 required by the Stipulation of Settlement will range between \$300,000 and \$500,000 depending on the  
6 number of Payment Election Forms that are filed and Class Member inquiries. In no event shall ECA or  
7 Hilsoft collective costs and charges for this matter exceed \$800,000.

8 38. The parties have asked ECA to provide an estimate of what it would cost for ECA –  
9 rather than Defendants – to issue payment of the Settlement Share to the credit card or debit card of  
10 those Class Members who will receive the Settlement Share via a payment to the Class Member’s Uber  
11 Payment Account.<sup>10</sup> Until recently, only an entity with an existing “merchant” relationship with a  
12 cardholder could apply this type of payment to a cardholder’s account. This has recently changed and  
13 ECA can work with partners to push funds to debit and credit cards where no merchant relationship  
14 exists. The costs and fees associated with this service are approximately \$.75 per transaction.  
15 Therefore, assuming that an attempt is made to pay the Settlement Share to the Uber Payment Account  
16 of 2,500,000 (approximately 10%) of the Class Members, the cost for ECA to process these payments  
17 would be approximately \$1,875,000 (*i.e.*, 2,500,000 transactions times \$.75 per transaction).

18 **CONCLUSION**

19 39. In class action notice planning, execution, and analysis, we are guided by due process  
20 considerations under the United States Constitution, by federal and local rules and statutes, and further  
21 by case law pertaining to notice. This framework directs that the notice program be designed to reach  
22 the greatest practicable number of potential Class Members and, in a settlement class action notice  
23 situation such as this, that the notice or notice program itself not limit knowledge of the availability of  
24 benefits—nor the ability to exercise other options—to Class Members in any way. All of these  
25 requirements will be met in this case. It is my opinion that the reach of the target audience and the  
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27  
28 <sup>10</sup> The Stipulation of Settlement defines “Uber Payment Account” as “the default credit card, debit card,  
PayPal account or other payment method linked to each Class Member’s Uber Rider Account.”



1 number of exposure opportunities to the notice information is more than adequate and reasonable under  
2 the circumstances, and it is consistent with the standards employed by ECA and Hilsoft in notification  
3 programs designed to reach members of settlement groups or classes. The Notice Plan as designed is  
4 fully compliant with Rule 23 of the Federal Rules of Civil Procedure, and in my opinion, it is the best  
5 notice practicable.

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

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

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

15 41. The Notice Plan will provide the best notice practicable under the circumstances of this  
16 case, conforms to all aspects of Federal Rule of Civil Procedure 23, and comports with the guidance for  
17 effective notice articulated in the Manual for Complex Litigation 4<sup>th</sup> Ed.

18 42. As reported above, the Notice Plan will effectively reach at least an estimated 80% of Class  
19 Members, and is expected to ultimately reach a higher percentage. It will deliver "noticeable" Notices  
20 to capture Class Members' attention, and provide them with information necessary to understand their  
21 rights and options.

22 43. The Notice Plan schedule will afford enough time to provide full and proper notice to Class  
23 Members before any opt-out and objection deadline.

24 44. At the conclusion of the Notice Plan, we will provide a final report verifying its effective  
25 implementation.

1 I declare under penalty of perjury of the laws of the United States that the foregoing is true  
2 and correct. Executed on February 11, 2016 at Beaverton, Oregon.  
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Cameron R. Azari, Esq.