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

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

Plaintiffs,

v.

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

Defendants.

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

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

Hon. Jon S. Tigar, Presiding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Hearing.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

1 calendar days prior to the Objection Deadline;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 IT IS SO ORDERED

14 DATED: \_\_\_\_\_

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