

Exhibit I

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

vs.

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

Defendants.

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

HON. JON S. TIGAR

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

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

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

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

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

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

19 **EXPERIENCE RELEVANT TO THIS CASE**

20 5. Hilsoft Notifications has served as a notice expert and has been recognized and appointed by
21 courts to design and provide notice in many large and complex cases, including: *In Re: Checking Account*
22 *Overdraft Litigation*, MDL No. 09-md-2036 (S.D. Fla.) (multiple bank settlements in 2010-2015
23 involving direct mail and email to millions of class members and publication in relevant local
24 newspapers); *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.) (TCPA settlement with
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26 _____
27 ¹ Unless otherwise defined, all capitalized terms herein shall have the same meaning as set forth in Section
28 II (entitled “Definitions”) of the Amended Stipulation of Settlement, to which this Declaration is an
exhibit, filed in *McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST.

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

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

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

15 *Approximately 3.9 million notices were delivered by email to class members, but*
 16 *only a very small percentage objected or opted out . . . The Court . . . concludes*
 17 *that notice of settlement to the class was adequate and satisfied all requirements of*
 18 *Federal Rule of Civil Procedure 23(e) and due process. Class members received*
 19 *direct notice by email, and additional notice was given by publication in numerous*
 20 *widely circulated publications as well as in numerous targeted publications. These*
 21 *were the best practicable means of informing class members of their rights and of*
 22 *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).

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

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

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

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

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

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

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

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

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

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

23 **NOTICE PLANNING METHODOLOGY**

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

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

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

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

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

22 ⁴ GfK Mediamark Research & Intelligence, LLC (“MRI”) is a leading source of publication readership
 23 and product usage data for the communications industry. MRI offers comprehensive demographic,
 24 lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As
 25 the leading U.S. supplier of multimedia audience research, MRI provides information to magazines,
 televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising
 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.

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

1 13. In fact, advertising and media planning firms around the world have long relied on audience
2 data and techniques which have been relied on since 1914; 90-100% of media directors use reach and
3 frequency planning;⁶ all of the leading advertising and communications textbooks cite the need to use
4 reach and frequency planning.⁷ Ninety of the top one hundred media firms use MRI data and at least
5 15,000 media professionals in 85 different countries use media planning software.⁸

6 **NOTICE PLAN DETAIL**

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

11 15. The Amended Stipulation of Settlement defines the Class as all persons who, from January
12 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one of the Uber Ride
13 Services With A Safe Rides Fee in the United States or its territories. "Uber Ride Services With A Safe
14 Rides Fee" means all transportation services that were arranged through Defendants' website or the Uber
15 App where a Safe Rides Fee was paid (such as UberX, etc.). "Uber App" means the Uber smartphone
16 application by which riders may request Uber Rideshare Services. "Uber Rideshare Services" means all
17 transportation services that are arranged through Defendants' website or the Uber App, regardless of type
18 of ride or service that is requested. "Uber" means the companies, incorporated in the State of Delaware
19 as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber.

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21
22 ⁶ 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).

23 ⁷ Textbook sources that have identified the need for reach and frequency for years include: JACK S.
24 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.
25 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,*
26 *PLANNING, AND BUYING* 106-187 (1993).

27 ⁸ For example, Telmar is the world's leading supplier of media planning software and support services.
28 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.

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

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

15 *Individual Notice*

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

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

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

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

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

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

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

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

25 ***Sponsored Search Listings***

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

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

2 *Case Website*

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

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

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

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

23 **PERFORMANCE OF THE NOTICE PLAN**

24 *Reach*

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

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

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

8 **PLAIN LANGUAGE NOTICE DESIGN**

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

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

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

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

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

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

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

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

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

COST OF NOTICE AND ADMINISTRATION

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

6 38. The parties have asked ECA to provide an estimate of what it would cost for ECA – rather
7 than Defendants – to issue payment of the Settlement Share to the credit card or debit card of those Class
8 Members who did not utilize the payment to their Uber Rider Account and who will thus receive the
9 Settlement Share via a payment to the Class Member’s Uber Payment Account.¹⁰ Until recently, only an
10 entity with an existing “merchant” relationship with a cardholder could apply this type of payment to a
11 cardholder’s account. This has recently changed and ECA can work with partners to push funds to debit
12 and credit cards where no merchant relationship exists. The costs and fees associated with this service are
13 approximately \$.75 per transaction. Therefore, assuming that an attempt is made to pay the Settlement
14 Share to the Uber Payment Account of 2,250,000 (approximately 10%) of the Class Members, the cost
15 for ECA to process these payments would be approximately \$1,687,500 (*i.e.*, 2,250,000 transactions times
16 \$.75 per transaction).

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

CONCLUSION

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24 40. In class action notice planning, execution, and analysis, we are guided by due process
25 considerations under the United States Constitution, by federal and local rules and statutes, and further by
26

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

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

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

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

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

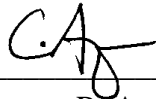
19 42. The Notice Plan will provide the best notice practicable under the circumstances of this case,
20 conforms to all aspects of Federal Rule of Civil Procedure 23, and comports with the guidance for effective
21 notice articulated in the Manual for Complex Litigation 4th Ed.

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

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

1 45. At the conclusion of the Notice Plan, we will provide a final report verifying its effective
2 implementation.

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4 I declare under penalty of perjury of the laws of the United States that the foregoing is true
5 and correct. Executed on June 1st, 2017 at Beaverton, Oregon.

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9 _____
10 Cameron R. Azari, Esq.

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