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

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

Plaintiffs,

v.

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

Defendants.

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

**AMENDED STIPULATION OF
SETTLEMENT**

Hon. Jon S. Tigar, Presiding

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EXHIBIT LIST

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

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

6 **I. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **II. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

8 31. “Released Claims”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **FOR REVIEW AND APPROVAL**

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

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

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

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

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

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

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

12 (f) Appointing the Settlement Administrator;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

8 (h) Dismiss the Action with prejudice; and

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

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

17 **IV. THE SETTLEMENT CONSIDERATION**

18 **A. Settlement Fund**

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

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

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

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

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

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

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

8 **B. Injunctive Relief**

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

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

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

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

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

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

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

1 background checks.

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

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

15 **C. Distribution Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **D. Distribution of the Residual**

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

1 Law Center.

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

3 **VI. NOTICE OF THE SETTLEMENT**

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

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

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

23 85. Dissemination of the Class Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 **AWARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **IX. ADMINISTRATION OF THE SETTLEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 124. On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be
21 conducted to determine final approval of the Settlement. A motion in support of final approval of
22 the Settlement shall be filed no later than seven (7) days before the Fairness Hearing. A motion for
23 Service Awards to the Plaintiffs and an award of Attorneys' Fees and Expenses to Class Counsel
24 shall be filed no later than fourteen (14) before deadline to object or opt-out of the Settlement.
25 Upon final approval of the Settlement by the Court at or after the Fairness Hearing, the Parties shall
26 present the Final Order and Final Judgment, substantially in the form attached to this Amended
27 Stipulation of Settlement as Exhibits "A" and "B," and a final order approving the Attorneys' Fees
28 and Expenses and the Service Awards, to the Court for approval and entry.

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

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

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

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

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

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

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

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

11 **XIV. BEST EFFORTS**

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

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

XV. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Upon Class Counsel at:

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

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

1
2 Upon Defense Counsel at:

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

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

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

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

4
5 **PLAINTIFFS**

6
7 Dated: _____



Nate Coolidge
Plaintiff

8
9
10 Dated: _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: June 1, 2017


Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

8
9
10 Dated: May 31, 2017 _____

Byron McKnight
Plaintiff

11
12
13 Dated: _____

Ernesto Mejia
Ernesto Mejia
Plaintiff

14
15
16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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Nate Coolidge
Plaintiff

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Byron McKnight
Plaintiff

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12
13 Dated: _____

Ernesto Mejia
Plaintiff

14
15
16 Dated: _____


Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

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3 of the date set forth below.

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5 **PLAINTIFFS**

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Nate Coolidge
Plaintiff

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10 Dated: _____

Byron McKnight
Plaintiff

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13 Dated: _____

Ernesto Mejia
Plaintiff

14
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16 Dated: _____

Julian Mena
Plaintiff

17
18
19 Dated: 5/31/17


Todd Schreiber
Plaintiff

20
21
22 **DEFENDANTS**

23
24 Dated: _____

Uber Technologies, Inc.

25
26
27 By:
Its:

28

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

4
5 **PLAINTIFFS**

6
7 Dated: _____

Nate Coolidge
Plaintiff

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10 Dated: _____

Byron McKnight
Plaintiff

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13 Dated: _____

Ernesto Mejia
Plaintiff

14
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16 Dated: _____

Julian Mena
Plaintiff

17
18
19
20 Dated: _____

Todd Schreiber
Plaintiff

21
22 **DEFENDANTS**

23
24 Dated: _____

s/ Gautam Gupta

Uber Technologies, Inc.

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

Rasier, LLC

By: Gautam Gupta
Its: Head of Finance

CLASS COUNSEL

Dated: _____

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

Dated: _____

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

Dated: _____

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

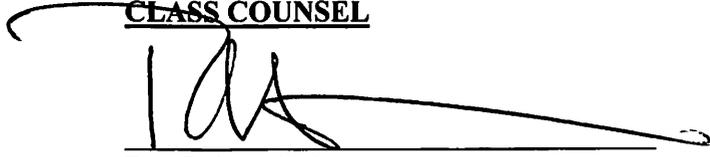
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Dated: _____

Rasier, LLC

By:
Its:

CLASS COUNSEL



Dated: 6-1-17

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

Dated: _____

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

Dated: _____

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

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Dated: _____

Rasier, LLC

By:

Its:

CLASS COUNSEL

Dated: _____

By: Robert Ahdoot

AHDOOT & WOLFSON, PC

Attorneys for Plaintiffs and the Class

Dated: June 1, 2017



By: Alfredo Torrijos

**ARIAS, SANGUENETTI, STAHL & TORRIJOS,
LLP**

Attorneys for Plaintiffs and the Class

Dated: _____

By: Nicholas Coulson

LIDDLE & DUBIN, PC

Attorneys for Plaintiffs and the Class

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Dated: _____

Rasier, LLC

By:
Its:

CLASS COUNSEL

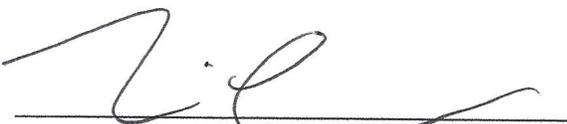
Dated: _____

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

Dated: _____

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

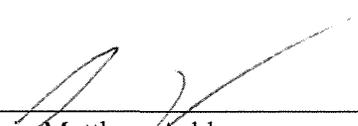
Dated: 6/1/17



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

DEFENSE COUNSEL

Dated: 6/1/17



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

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