

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

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

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

- A settlement has been reached in a class action lawsuit regarding whether Uber Technologies, Inc. and Rasier, LLC (collectively, “Uber” or Defendants) made misrepresentations about the “Safe Rides Fee,” safety measures, and the background check process for potential drivers. Uber denies the allegations in the lawsuit, and the Court has not decided who is right.
- The Settlement requires Uber to make certain changes to how it advertises background checks and certain fees. Additionally, the Settlement will result in the creation of a \$32,500,000 Settlement Fund to be paid to eligible users of Uber, called “Class Members” (described in Section 5 below).
- There are three methods to receive payment of your share of the Settlement Fund. If you do nothing, the default method (Option 1, the “Uber Rider Account” option) will result in payment to your Uber account and will be paid toward your next Uber ride in the United States, after the payment is made. Option 2 (the “PayPal Account” option) will result in payment to your PayPal Account. Option 3 (the “eCheck” option) will result in payment by an electronic check that will be emailed to you. eChecks are available for deposit in U.S. financial institutions only. For Options 2 and 3, you must submit a valid Payment Election Form by **January 8, 2018**. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	Receive an automatic payment to your Uber Rider Account. Give up any rights you might have to sue Uber about the claims resolved by the Settlement. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.
<b>SUBMIT A PAYMENT ELECTION FORM</b>	Submit a Payment Election Form by <b>January 8, 2018</b> , requesting that payment be made to your PayPal Account or bank account via eCheck. Give up any rights you might have to sue Uber about the claims resolved by the Settlement.
<b>EXCLUDE YOURSELF</b>	Request to be excluded and receive no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Uber for the claims at issue in the Settlement. You must submit your request to exclude yourself by <b>January 8, 2018</b> .
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. You must submit or file your objection by <b>January 8, 2018</b> .
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement at a hearing scheduled for <b>February 8, 2018 at 2:00 p.m.</b>

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

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

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## BASIC INFORMATION

### 1. Why is there a notice?

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

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

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

### 2. What is this lawsuit about?

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

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

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

### 3. Why is this a class action?

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

### 4. Why is there a settlement?

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

## WHO IS PART OF THE SETTLEMENT

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

### 5. Who is included in the Settlement?

The Settlement includes all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all transportation services that were arranged through Defendants’ website or the Uber App where a Safe Rides Fee was paid (such as UberX, etc.). “Uber App” means the Uber smartphone application by which riders may request Uber Rideshare Services. “Uber Rideshare Services” means all transportation services that are arranged through Defendants’ website or the Uber App, regardless of type of ride or

service that is requested. “Uber” means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and Rasier, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Rasier, LLC; and (b) the Court and Court staff. “Employees” means any person whose Uber account email address ended with “@uber.com” as of May 8, 2017.

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

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

## THE SETTLEMENT BENEFITS

## 7. What does the Settlement provide?

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

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

## 8. What else does the Settlement provide?

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

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

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

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

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

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

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

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

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## HOW YOU WILL RECEIVE PAYMENT

### 9. How will I receive payment?

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

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

If you would like to receive your Settlement Share by a payment to your PayPal Account or by bank account via eCheck, instead of your Uber Rider Account, you will need to submit a Payment Election Form (see Question 11) by **11:59 p.m. PST on January 8, 2018**. If you no longer have an Uber account, you must submit a valid Payment Election Form and elect Option 2 or 3 to receive your Settlement Share.

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

### 10. How much will my payment be?

The amount that you will receive as payment under the Settlement is called your “Settlement Share.” The Settlement Share is calculated by allocating the \$32,500,000 Settlement Fund *after* deducting the costs of and expenses related to notice and administration of the Settlement (capped at \$487,000 for payments to the Settlement Administrator), the Service Award to the Class Representatives as approved by the Court, and the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court. The amount remaining after deducting these costs from the Settlement Fund is called the Settlement Fund Balance. The Settlement Fund Balance will be allocated across all Class Members who have not opted out of the Settlement such that each Class Member will receive \$0.25 for her or his first ride on an Uber Ride Service With A Safe Rides Fee, and then a per-ride amount for each additional ride on an Uber Ride Service With A Safe Rides Fee during the Class Period.

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

The Settlement Share for the average Class Member is estimated to be approximately \$1.07. You can estimate your own Settlement Share by starting with \$0.25 for your first ride on an Uber Ride Service With A Safe Rides Fee (e.g., UberX), and then adding \$0.05 for each subsequent ride taken during the Class Period.

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



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

You may file a Payment Election Form online at the Settlement website, [www.RideShareSettlement.com](http://www.RideShareSettlement.com). The deadline to file an online Payment Election Form is **11:59 p.m. PST on January 8, 2018**. You may also download a Payment Election Form from the Settlement website and submit it by mail, postmarked by **January 8, 2018**.

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

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

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

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

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

## 13. When would I get my payment?

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

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

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Payment Election Form for benefits or do nothing at all, you will be releasing Defendants from all of the claims described and identified in Paragraphs 31, 32, 33, 94, and 95 of the Settlement Agreement.

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

### EXCLUDING YOURSELF FROM THE SETTLEMENT

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

## 15. How do I get out of the Settlement?

To exclude yourself or “opt out” from the Settlement, you must send a letter by mail that contains all of the following: (a) your full name; (b) the email address and/or telephone number associated with your Uber account; (c) a clear statement that you elect to be excluded from the Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; (d) the case name and number (*McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); and (e) your signature. You must mail your exclusion request postmarked no later than **January 8, 2018** to the following address:

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

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

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

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

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **January 8, 2018**.

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

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

## THE LAWYERS REPRESENTING YOU

## 18. Do I have a lawyer in the case?

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

Robert R. Ahdoot  
Tina Wolfson  
AHDROOT & WOLFSON, PC  
1016 Palm Avenue  
West Hollywood, CA 90069

Mike Arias  
Alfredo Torrijos  
ARIAS, SANGUINETTI,  
STAHL & TORRIJOS, LLP  
6701 Center Drive West, 14<sup>th</sup> Floor  
Los Angeles, CA 90045

Nicholas Coulson  
LIDDLE & DUBIN, P.C.  
975 E. Jefferson Avenue  
Detroit, MI 48207

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

## 19. How will the lawyers be paid?

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

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

## OBJECTING TO THE SETTLEMENT

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

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

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

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

All written objections and supporting papers must (a) clearly identify the case name and number (*McKnight et al. v. Uber Technologies, Inc. et al.*, No. 3:14-cv-05615-JST); (b) be submitted to the Court by (1) filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, (2) by mailing the written objection to the Class Action Clerk for United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or (3) by filing the written objection in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before **January 8, 2018**.

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

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

## THE COURT'S FAIRNESS HEARING

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

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

The Court has scheduled a Fairness Hearing on **February 8, 2018 at 2:00 p.m.**, at the United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Court Room 9 (19<sup>th</sup> Floor), San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.RideShareSettlement.com](http://www.RideShareSettlement.com) for updates.

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

### 23. Do I have to attend the hearing?

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



## IF YOU DO NOTHING

### 24. What happens if I do nothing at all?

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

## GETTING MORE INFORMATION

### 25. How do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.RideShareSettlement.com](http://www.RideShareSettlement.com). You may also contact Class Counsel (see Question 18), access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at [www.cand.uscourts.gov/cm-ecf](http://www.cand.uscourts.gov/cm-ecf), or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California in the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also write with questions to the Settlement Administrator at McKnight v. Uber Settlement, Rideshare Settlement Administrator, PO Box 3967, Portland, OR 97208-3967; call the toll-free number, 1-877-797-6083; or email [info@ridesharesettlement.com](mailto:info@ridesharesettlement.com).

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